RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JUNE 23, 2020; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

- A. Approve the Meeting Minutes for May 26, 2020 - ACTION

III. Finance

- A. Approve the Disbursements - ACTION

IV. Leases

- A. QC Cultivate - Rumor Mill at the Freight House - ACTION

V. Projects

- A. By-Laws Amendment - Virtual Meeting Attendance - ACTION
- B. Union Station Lease Listing Agreement - DISCUSSION / ACTION
- C. Strategic Plan - RiverWest - DISCUSSION
- D. Union Station Interior & Exterior Projects - DISCUSSION / ACTION
- E. Canadian Pacific Railroad Crossings - DISCUSSION

VI. Staff Report

VII. Other Business

- A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, July 28, 2020 at 5:30 p.m. in Council Chambers

Riverfront Improvement Commission
Minutes
May 26, 2020

Present: Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Neil Kosman, Gwendolyn Lee, Breanna Pairrett, and Ryan Reed

Others Present: Alderwoman Lee, City Council; Ald. Gripp, City Council Liaison; Chief Mike Carlsten, Fire Department; Michael Schertz, Parks Liaison; Zach Peterson, Public Works; Cory Smith, City IT; and Steve Ahrens, Riverfront Improvement Commission

Chairman Bruemmer called the meeting to order at 5:31 p.m. and welcomed all in attendance, both in Chambers and connected virtually. Ahrens announced that a quorum for the meeting had been met, and instructions were provided regarding the meeting protocol. Bruemmer welcomed new Commissioner, Neil Kosman, who replaces long-standing member, Karl Rhomberg, for whom she thanked for his many years of dedicated service to the riverfront and community.

Ashton moved to approve the minutes of the February 25 meeting. Churchill seconded the motion and it carried.

Finance

Ahrens presented the previous month's disbursements, aged receivables report and the FY2020 Lease Report. He noted that there are several tenants who are taking additional time to catch-up on rent as the last year as been challenging. Ashton moved to approve the disbursements. Churchill seconded the motion and it carried.

Leases

Staff presented the draft lease renewal agreement for Marine Specialties. Churchill moved to approve the renewal. Ashton seconded the motion and it carried.

Ahrens introduced for consideration the lease agreement with QC Cultivate for a dining establishment at the Freight House. The Commission will consider the lease at its next meeting.

Projects

Fire Chief Carlsten provided an update to the Commission regarding a recent federal grant application submission for funding to permanently locate the Fire Rescue Boat House along Centennial Park. Kosman moved to support the effort. Pairrett seconded the motion and it carried.

Ahrens presented draft language for a change to the organization's by-laws regarding physical and remote meeting attendance. Following discussion, Kosman moved to approve the following language, which will be considered at the next Commission meeting. Pairrett seconded the motion and it carried.

> ***3.5 c "Members shall be physically or virtually present at the meeting in order to exercise their vote."***

Staff updated the Commission on the process to initiate a facilitated planning effort for RiverWest, which includes strategic planning for Credit Island and the causeway. The larger area of RiverWest includes the area west of the Crescent Bridge to Nahant Marsh. The effort likely will get underway in late June.

Staff provided an update regarding both the interior and exterior post flood restoration projects for Union Station, including Visit Quad Cities opening its doors in mid-June and FEMA reviewing the City's Flood Mitigation project proposal.

Ahrens provided an update regarding proposed restoration projects for each railroad crossing, as CP is reviewing the bids received for the construction work, and the expectation continues to be for all crossings to be permanently restored by the end of the 2020 construction season.

Staff Report

Ahrens provided updates on a variety of topics, including:

- COVID-19 / Summer Concert Series cancellation
- Flooding update
- Freight House Farmer's Market updates
- Freight House deck project complete

Other Business

With no public with business to present to the Commission, and with no further business, the meeting was adjourned at 6:32 p.m.

Ryan Reed, Secretary

FOR 2020 12

JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450110 INTEREST POOLED INVESTMENTS	0	0	0	-101.00	.00	101.00	100.0%
450404 LEVEE COMMISSION RENT	-290,000	0	-290,000	-284,349.50	.00	-5,650.50	98.1%
480690 MISCELLANEOUS	-22,000	-3,488	-25,488	-89,140.49	.00	63,652.99	349.7%
489491 TRANSFER LOCAL OPTION SALES	-75,000	0	-75,000	.00	.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION	57,875	-30,000	27,875	.00	.00	27,875.00	.0%
TOTAL UNDEFINED	-329,125	-33,488	-362,613	-373,590.99	.00	10,978.49	103.0%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	74,285	0	74,285	75,588.52	.00	-1,303.52	101.8%
510120 RETIREMENT-FICA	5,683	0	5,683	6,046.03	.00	-363.03	106.4%
510130 RETIREMENT-IPERS	7,168	0	7,168	7,135.49	.00	32.51	99.5%
510140 EMPLOYEE INSURANCE	11,791	0	11,791	11,492.61	.00	298.39	97.5%
510161 DEFERRED COMP	3,714	0	3,714	3,779.46	.00	-65.46	101.8%
510162 RETIREMENT HEALTH SAVINGS	743	0	743	755.92	.00	-12.92	101.7%
520201 OFFICE SUPPLIES	200	0	200	56.32	.00	143.68	28.2%
520205 UTILITY SERVICES	90,000	5,000	95,000	76,614.34	.00	18,385.66	80.6%
520215 TECHNICAL SERVICES	100	0	100	.00	.00	100.00	.0%
520217 PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS	42,000	10,000	52,000	39,057.58	4,847.11	8,095.31	84.4%
520297 PROJECT EXPENSE	20,000	17,813	37,813	39,487.94	.00	-1,675.44	104.4%
560606 TELEPHONE EXPENSE	450	0	450	416.05	.00	33.95	92.5%
560620 LIABILITY INSURANCE	1,381	0	1,381	1,381.00	.00	.00	100.0%
560623 FACILITIES MAINTENANCE	14,850	0	14,850	12,492.45	.00	2,357.55	84.1%
560624 PROPERTY INSURANCE	530	0	530	530.00	.00	.00	100.0%
560633 WORKERS COMPENSATION INSURAN	730	0	730	730.00	.00	.00	100.0%
TOTAL PROJECT MANAGEMENT	276,625	32,813	309,438	275,563.71	4,847.11	29,026.68	90.6%
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%

FOR 2020 12

JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	-675	-675	-98,027.28	4,847.11	92,505.17	******%
TOTAL REVENUES	-329,125	-33,488	-362,613	-373,590.99	.00	10,978.49	
TOTAL EXPENSES	329,125	32,813	361,938	275,563.71	4,847.11	81,526.68	
GRAND TOTAL	0	-675	-675	-98,027.28	4,847.11	92,505.17	******%

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

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101 FULL TIME SALAR	74,285	0	74,285	75,588.52	.00	-1,303.52	101.8%*
2020/12/120193 06/05/2020 PRJ	3,149.52 REF PY0605				WARRANT=060520	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	74,285	0	74,285	75,588.52	.00	-1,303.52	101.8%
510102 PART TIME SALARIES							
54741013 510102 PART TIME SALAR	0	0	0	.00	.00	.00	.0%
54741013 510102 USDA PART TIME S	0	0	0	.00	.00	.00	.0%
TOTAL PART TIME SALARIES	0	0	0	.00	.00	.00	.0%
510103 TEMPORARY SALARIES							
54741013 510103 TEMPORARY SALAR	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%

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	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	5,683	0	5,683	6,046.03	.00	-363.03	106.4%*
2020/12/120193 06/05/2020 PRJ	251.61 REF PY0605				WARRANT=060520	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,683	0	5,683	6,046.03	.00	-363.03	106.4%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPER	7,168	0	7,168	7,135.49	.00	32.51	99.5%
2020/12/120193 06/05/2020 PRJ	297.31 REF PY0605				WARRANT=060520	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	7,168	0	7,168	7,135.49	.00	32.51	99.5%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURA	11,791	0	11,791	11,492.61	.00	298.39	97.5%
TOTAL EMPLOYEE INSURANCE	11,791	0	11,791	11,492.61	.00	298.39	97.5%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREME	0	0	0	.00	.00	.00	.0%

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	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	3,714	0	3,714	3,779.46	.00	-65.46	101.8%*
2020/12/120193 06/05/2020 PRJ	157.48 REF PY0605				WARRANT=060520	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,714	0	3,714	3,779.46	.00	-65.46	101.8%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEAL	743	0	743	755.92	.00	-12.92	101.7%*
2020/12/120193 06/05/2020 PRJ	31.50 REF PY0605				WARRANT=060520	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	743	0	743	755.92	.00	-12.92	101.7%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENS	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	56.32	.00	143.68	28.2%
TOTAL OFFICE SUPPLIES	200	0	200	56.32	.00	143.68	28.2%
520205 UTILITY SERVICES							

FOR 2020 12 JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520205 UTILITY SERVICE	90,000	5,000	95,000	76,614.34	.00	18,385.66	80.6%
2020/12/120118 06/04/2020 API	230.98 VND 001322 VCH		IOWA AMERICAN WAT		JUNE 1ST PAYMENT		200487
2020/12/120663 06/18/2020 API	456.79 VND 001322 VCH		IOWA AMERICAN WAT		JUNE 2ND PAYMENT		
TOTAL UTILITY SERVICES	90,000	5,000	95,000	76,614.34	.00	18,385.66	80.6%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
TOTAL TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%
520215 TECHNICAL SERVICES							
54741013 520215 TECHNICAL SERVI	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 SE	3,000	0	3,000	.00	.00	3,000.00	.0%
54741013 520217 USDA PROFESSIONA	0	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICES	3,000	0	3,000	.00	.00	3,000.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225 MAINTENANCE-BLD	42,000	10,000	52,000	39,057.58	4,847.11	8,095.31	84.4%
2020/12/120635 06/18/2020 API	768.14 VND 001195 VCH		TRI CITY ELECTRIC CO UNION STATION INSTALL LED DRIV				

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 520225 MAINTENANCE-BLD							
2020/12/120635 06/18/2020 API	241.95 VND 004423 VCH		WHITE ROOFING		FREIGHT HOUSE- ROOF REPAIRS		
2020/12/120635 06/18/2020 API	300.00 VND 006979 VCH		COUNTY WASTE		TRASH REMOVAL 935 E RIVER DRIV		
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	10,000	52,000	39,057.58	4,847.11	8,095.31	84.4%
520245 PAYMENT TO OTHER AGENCY							
54741013 520245 PAYMENT TO OTHE	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	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	17,813	37,813	39,487.94	.00	-1,675.44	104.4%*
TOTAL PROJECT EXPENSE	20,000	17,813	37,813	39,487.94	.00	-1,675.44	104.4%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES	0	0	0	.00	.00	.00	.0%

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%
530303 OPERATING EQUIPMENT							
54741013 530303 USDA OPERATING E	0	0	0	.00	.00	.00	.0%
TOTAL OPERATING EQUIPMENT	0	0	0	.00	.00	.00	.0%
560606 TELEPHONE EXPENSE							
54741013 560606 TELEPHONE EXPEN	450	0	450	416.05	.00	33.95	92.5%
TOTAL TELEPHONE EXPENSE	450	0	450	416.05	.00	33.95	92.5%
560620 LIABILITY INSURANCE							
54741013 560620 LIABILITY INSUR	1,381	0	1,381	1,381.00	.00	.00	100.0%
TOTAL LIABILITY INSURANCE	1,381	0	1,381	1,381.00	.00	.00	100.0%
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 MAIN	14,850	0	14,850	12,492.45	.00	2,357.55	84.1%

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL FACILITIES MAINTENANCE	14,850	0	14,850	12,492.45	.00	2,357.55	84.1%
560624 PROPERTY INSURANCE							
54741013 560624 PROPERTY INSURA	530	0	530	530.00	.00	.00	100.0%
TOTAL PROPERTY INSURANCE	530	0	530	530.00	.00	.00	100.0%
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENS	730	0	730	730.00	.00	.00	100.0%
TOTAL WORKERS COMPENSATION INSURANCE	730	0	730	730.00	.00	.00	100.0%
TOTAL PROJECT MANAGEMENT	276,625	32,813	309,438	275,563.71	4,847.11	29,026.68	90.6%
TOTAL LEVEE IMPROVEMENT	276,625	32,813	309,438	275,563.71	4,847.11	29,026.68	90.6%
TOTAL EXPENSES	276,625	32,813	309,438	275,563.71	4,847.11	29,026.68	
GRAND TOTAL	276,625	32,813	309,438	275,563.71	4,847.11	29,026.68	90.6%

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

Revenue/Billing Table
FY - 2020 Levee Fund #740

Lessee	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Summary	
1 Front Street Brewery - FH	3,062.00	3,062.00	3,062.00	3,062.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	37,208.00	
2 Nostalgia Deli / FHFM Café	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	
3 Nostalgia Deli - 4%	1,696.63	1,486.38	1,257.47	971.28	0.00	0.00	0.00	0.00	0.00	0.00	$0.00	0.00	5,411.76	
4 MidAmerican Co.	6,000.00												6,000.00	
5 Lake Davenport Sailing Club										3,900.00			3,900.00	
6 LPBC Lindsay Park Boat Club							5,000.00						5,000.00	
7 CHS, Inc / Harvest States Co	2,500.00			2,500.00			2,500.00			2,500.00			10,000.00	
8 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	RENEW
9 Buds Riverview Inn	4,321.21	3,783.28	2,331.11	1,284.31	0.00	0.00	0.00	0.00	0.00	0.00	1,525.74	3,397.38	16,643.03	
10 QCCVB - Union Station	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,666.67	1,666.67	
11 MVBS - Union Station	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	383.33	4,599.96	
12 Rawson - Union Station	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	3,732.00	
13 Marine Specialties	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	
14 Front Street parking	0.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	2,915.00	
15 Freight House Farmers Mark	1,583.33	1,583.33	1,583.33	1,583.33	1,583.33	1,583.33	1,583.33	1,583.33	1,666.67	1,666.67	1,666.67	1,666.67	19,333.32	
16 Rock River Family Office	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	2,635.75	2,684.50	2,684.50	2,684.50	31,775.25	
17 Nestle - SemiParkingLot	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,100.00	1,100.00	1,100.00	1,100.00	12,800.00	
18 The Diner	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00	
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	
20 Taste of Ethiopia	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	12,600.00	
Subtotal	31,068.25	22,085.07	20,403.99	21,571.00	16,873.41	16,873.41	24,373.41	16,873.41	17,006.75	23,455.50	18,581.24	22,119.55	251,284.99	
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	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	860.00	10,320.00	
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	11,320.00	
Total	31,068.25	22,085.07	20,403.99	21,571.00	16,873.41	16,873.41	25,373.41	16,873.41	17,006.75	23,455.50	18,581.24	22,119.55	262,604.99	

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of May, 2020 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and QC Cultivate, 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 Café, 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, hereinafter referred to as "Leased Premises."

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

2. TERM

A. The term of this Lease shall be for a period of Twenty-Four (24) Months, which begins on June 1, 2020 and shall terminate on May 31, 2022.

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 July 1, Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises the following sum: Two Thousand Dollars and No Cents ($2,000.00) paid on a monthly basis, for a total of $24,000 annually. 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 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 Cafe, specializing in local products and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.

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

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

6. FIRE INSURANCE

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

7. LEASEE LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

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

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

(1) Commercial General Liability

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

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

Any Auto, Hired & Non-Owned Combined Single Limit	$1,000,000

(3) Excess Liability Umbrella $1,000,000

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

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 paragraph on page 2.

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

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

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

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.

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 payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. 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.

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. <u>DAMAGE AND DESTRUCTION OF LEASED PREMISES</u>

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. <u>ASSIGNMENT AND SUBLETTING</u>

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

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

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

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

25. WAIVER

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

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

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

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

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

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

30. 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 floor of the Freight House building.

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.

E. The rental of certain equipment (herein itemized) is included in the base rent. Equipment is as is, where is, and any maintenance required for equipment is the responsibility of the Tenant.

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.

FREIGHT HOUSE FARMER'S MARKET, INC.

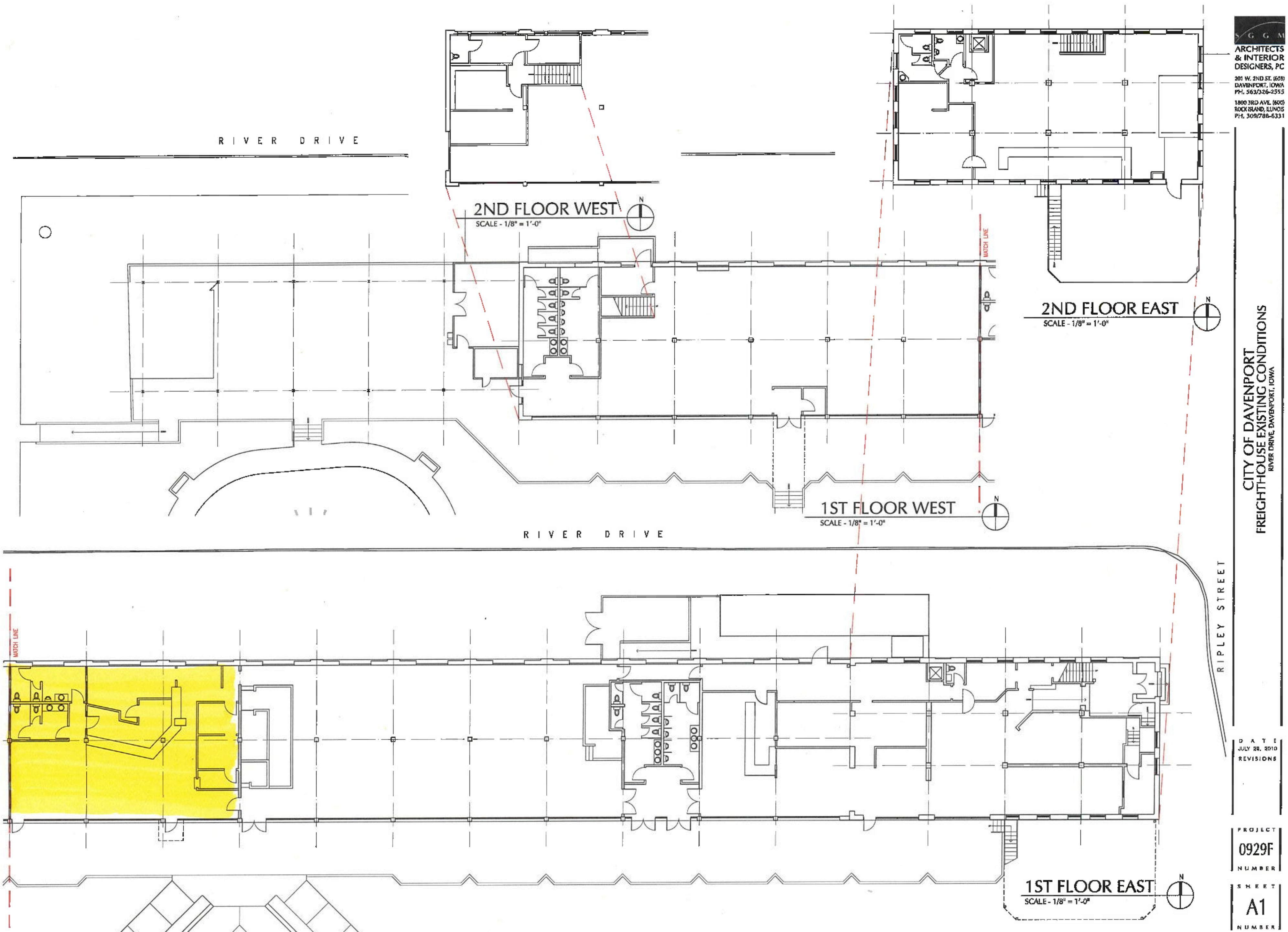
____

Date:________________________

RIVERFRONT IMPROVEMENT COMMISSION

____

Date:________________________


SGGM
ARCHITECTS & INTERIOR DESIGNERS, PC
201 W. 2ND ST. (605) DAVENPORT, IOWA PH. 563/326-2555
1800 3RD AVE. (600) ROCK ISLAND, ILLINOIS PH. 309/788-6331
CITY OF DAVENPORT
FREIGHTHOUSE EXISTING CONDITIONS
RIVER DRIVE, DAVENPORT, IOWA
DATE JULY 28, 2010
REVISIONS
PROJECT 0929F NUMBER
SHEET A1 NUMBER
2ND FLOOR WEST
SCALE - 1/8" = 1'-0"
2ND FLOOR EAST
SCALE - 1/8" = 1'-0"
1ST FLOOR WEST
SCALE - 1/8" = 1'-0"
1ST FLOOR EAST
SCALE - 1/8" = 1'-0"
RIVER DRIVE
RIVER DRIVE
RIPLEY STREET
MATCH LINE
MATCH LINE
N

Riverfront Improvement Commission
By-laws
Approved August 22, 2017

Section 1.0 Officers

1.1 Offices

1.1.a Chairperson

1) The position of Chairperson is hereby established.

2) The Chairperson shall preside at all meetings of the Commission.

3) The Chairperson shall have general charge of the business of the Commission.

4) The Chairperson shall perform such other duties as are usually exercised by the Chairperson of a Commission or as specifically authorized by the Commission.

1.1.b Vice-Chairperson

1) The position of Vice-Chairperson is hereby established.

2) The Vice-Chairperson shall act in the capacity of Chairperson in the absence of the Chairperson.

1.1.c Secretary

1) The position of Secretary is hereby established.

2) The Secretary shall ensure that a complete and accurate record of the Commission's acts and proceedings are kept.

3) The Secretary shall act in the capacity of Chairperson in the absence of the Chairperson and the Vice-Chairperson.

1.2 Election of Officers

1.2.a The election of officers shall occur at the July meeting each year.

1.2.b The Chairperson of the Commission shall be elected and shall hold office for one year or until his/her successor is elected or qualified.

1.2.c The Vice-Chairperson of the Commission shall be elected and shall hold office for one year or until his/her successor is elected or qualified.

1.2.d The Secretary shall be elected immediately after the election of the Vice-Chairperson and shall hold office for one year or until his/her successor is elected or qualified.

1.2.e Any vacancy in the office of Chairperson, Vice-Chairperson or Secretary of the Commission may be filled at any Regular or Special Meeting after such vacancy.

1.2.f No Commissioner shall hold more than one office at a time.

Section 2.0 Public Hearings

2.1 Notice of the time and place of the hearing will be given, not less than 4 days nor more than 20 days prior to such hearing by one publication in a newspaper of general circulation.

Section 3.0 Meetings

3.1 Regular Meetings

3.1.a The monthly meeting of the Commission shall be held on a date, time and place to be designated by the Commission.

3.1.b In the event that the Chairperson, the Vice-Chairperson and the Secretary of the Commission should be absent or unable for any reason to attend to the duties of their office, the members of the Commission may at any Regular Meeting or Special Meeting called for that purpose, appoint a Chairperson pro-tempore or a Secretary pro-tempore, as the case may be, who shall attend to all the duties of such officer until such officer shall return or be able to attend to his/her duties.

3.1.c Meeting agendas shall be jointly determined by the Chairperson and staff.

3.2 Special Meetings

3.2.a Special Meetings of the Commission may be called by the Chairperson alone or by any two Commissioners by providing written notice to staff with sufficient notification for official notice to be posted at least 24 hours before the special meeting. Staff shall provide oral and written notice, including the purpose of the meeting to each Commissioner.

3.2.b The purpose of the meeting shall be stated in the posted agenda.

3.2.c If no other place is fixed in the Notice, the meeting shall be held at the regular meeting place of the Commission.

3.3 Notices of Meetings

3.3.a Staff shall be responsible for assuring that state law is complied with as it relates to the posting of meeting notices and minutes.

3.4 Quorum

3.4.a A majority of Commissioners shall constitute a quorum.

3.4.b The affirmative vote of a majority of those members present shall be required for the exercise of powers or functions conferred or imposed on the Commission, but less than a quorum of the members may meet and adjourn from time to time until a quorum is present.

3.4.c Without a quorum, no business will be transacted and no official action on any matter will take place.

3.5 Voting

3.5.a Voting will be by voice vote unless a roll call is requested by a member. A roll call vote shall be called by staff, and will be recorded by yeas or nays.

3.5.b However, a member may abstain, if the member believes there is a conflict of interest, as provided for in Subsection 3.6.

3.5.c Members shall be physically present at the meeting in order to exercise their vote. Proxy voting, mail voting or telephone voting are prohibited.

3.5.d The Mayor may appoint one member from the City Council annually to act as a liaison to and attend meetings of the Commission. The liaison is considered a non-voting member.

3.5.e The Commission shall choose a member annually to act as a liaison to and attend the meetings of the Parks and Recreation Advisory Board. The liaison is considered a non-voting member.

3.6 Conflict of Interest

3.6.a A member of the Commission must abstain from participating in a matter before the Commission when the member has a conflict of interest or an appearance of impropriety. Conflict of interest shall mean a direct and personal interest in the outcome of the proceedings. An appearance of impropriety shall mean an apparent conflict of interest based on objective standards. A member of the Commission shall declare their conflict or appearance of impropriety as soon as the matter comes before the Commission for discussion or as soon thereafter as the member becomes aware of the appearance of impropriety or conflict. Thereafter, the member shall take no part in the discussion or vote on the matter.

Section 4.0 Meeting Attendance

4.1 Commission members are expected to attend all regular and special meetings of the Commission.

4.2 Prior to any scheduled Commission meeting, members shall notify the appropriate City Staff regarding excused or anticipated absences. Any Commission member who shall be absent from three consecutive Commission meetings without just cause or who shall be absent from a total combination of six Commission meetings in any calendar year without just cause shall be removed by the Chairperson from the Commission. Just cause shall include, but not be limited to, death, illness or being out of the city.

Section 5.0 Communications

5.1 No member of the Commission is qualified to speak for the Commission as a whole, unless specifically directed to do so by resolution of the Commission. All news releases are to be cleared through and made by the Chairperson of the Commission and/or the Staff in such form and copy as approved by the Commission. An individual member may express their opinion or perspective on a matter before the Commission. The right of a member of the Commission as a citizen to his/her personal opinion, written or spoken, is not hereby denied.

5.2 Commissioners shall abide by the principles set forth in the City of Davenport Code of Conduct for Elected Officials and Members of Appointed Boards and Commissions. In cases where these rules are more specific they shall be binding.

Section 6.0 Staff

6.1 The Director of Community and Economic Development or designee shall serve as Staff to the Commission.

6.2 The Staff shall be responsible for preparation of the Agenda and for the provision of all staff support and reports to the Commission. The Staff shall make reasonable efforts to provide reports on agenda items with each meeting packet to the Commission. Staff shall assure the upcoming agenda is posted at least 24 hours prior to the scheduled meeting.

6.3 The Staff shall be responsible for the maintenance of all records, reports and correspondence.

6.4 Training New Commissioners

6.4.a Newly appointed Commissioners shall be provided training to orient them to the responsibilities and operations of the Commission. This training may take the form of orientation by staff, small group discussions and other methods that are available.

Section 7.0 Rules of Order

7.1 Parliamentary Procedure

7.1.a Robert's Rules of Order, Revised will govern the Commission meetings in all cases where these rules do not provide for the procedures to be followed.

7.2 Amendments

7.2.a The foregoing bylaws, or any part thereof, may be amended at any regular meeting of the Commission by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

DRAFT
RIVERFRONT IMPROVEMENT COMMISSION
BY-LAWS REVISION:

3.5.c ***Members shall be physically or virtually present at the meeting in order to exercise their vote.***

LISTING AGREEMENT
EXCLUSIVE RIGHT TO REPRESENT FOR SALE/LEASE
THIS IS A BINDING CONTRACT

THIS AGREEMENT is made this ___________ day of June, 2020 between Mel Foster Commercial Real Estate Services L.L.C., hereinafter designated as the "Broker", and City of Davenport/Riverfront Improvement Commission, hereinafter designated as the "Owner".

In consideration of the agreements set forth herein:

1. THE OWNER AGREES THAT:

(A) Broker has, for a period beginning on June 17, 2020 and ending on December 16, 2020, the irrevocable, sole and exclusive right to represent the following real estate, commonly known as: 102 South Harrison Street,(Part of second floor of the Union Station), Scott County, Davenport IA 52802 hereinafter designated as the "Property".

The Property will be represented (CHECK ONE)

☐ ~~For Sale;~~ ☒ ~~For Lease;~~ ☐ ~~For Sale or Lease~~

(B) Owner will give possession as agreed upon.

(C) Owner will immediately refer to Broker all inquiries regarding the Property.

(D) An appropriate sign may be placed on the Property.

(E) In the event of a sale,

(1) The Property shall be offered for sale for the sum of $N/A

(2) Owner will furnish, at his/her expense, an Abstract of Title or Title Insurance showing good and merchantable title, subject to existing easements and restrictions, continued to date of sale, and furnish a general warranty deed or other appropriate deed conveying a good and merchantable title to the Property.

(3) Owner will pay said Broker a brokerage fee amounting to N/A percent (N/A %) of the sale price as compensation for selling the real estate. The Broker may disburse part of the broker's compensation to other brokers, including a buyer's broker solely representing the buyer. The brokerage fee shall be deemed earned if Broker, buyer's broker, Owner(s), or any other party procures a buyer who is ready, willing and able to purchase the Property on the terms herein established, or any other terms acceptable to Owner. Notwithstanding the foregoing, said brokerage fee shall not be less than $N/A.

(4) An exchange shall be considered a sale within the meaning of this contract, and the Broker is permitted to represent and receive commission from both parties to the exchange.

(5) For purposes of this Agreement, a "sale" means any agreement to transfer the Property, alone or with other assets, by any means whatsoever, including, but not limited to, any exchange of the Property or transfer of the stock or partnership interests of the Owner, or the sale of the Property on contract through seller financing. In the case of an agreement to transfer the Property with other assets, the purchase price for the Property shall be the amount reasonably allocated to the Property by the Owner and the transferee. If no such allocation exists, the purchase price of the Property shall be its fair market value at the time the agreement was executed as determined by an independent appraiser. In the case of an agreement to exchange the Property, the purchase price of the Property shall be the fair market value of the assets exchanged for the Property at the time of the exchange agreement as determined by an independent appraiser plus any monetary consideration. In case of an agreement to transfer the stock or partnership interests of the Owner, the purchase price for the Property shall be its fair market value at the time the agreement was executed as determined by an independent appraiser. If an appraisal is necessary and none exists, Owner shall pay the costs to obtain such an appraisal.

(F) In the event of a lease,

(1) Owner will pay Broker a brokerage fee amounting to six percent (6 %) of the gross lease value payable when the lease is executed. The "gross lease value" is equal to the total amount of rent to be paid by tenant during the entire primary term of the lease. The brokerage fee shall be deemed earned if Broker, Tenant Representative, Owner, Co-Broker, or any other party procures a tenant who is ready, willing, and able to lease the property on the terms herein established or any other terms acceptable to Owner. Should the tenant lease additional space from the Owner during the term of any lease resulting from this Listing Agreement or exercise negotiated renewals, options or extensions, Owner agrees to pay Broker an additional three percent (3%) percent commission on the gross lease for said additional space. Notwithstanding the foregoing, said brokerage fee shall not be less than $4,000.00. All fees owed to the Broker shall be paid at the time of execution of the lease. In the event that the fees owed to Broker at such time, interest shall accrue on the amount owing at a rate of one and one-half percent (1.5%) per month.

(2) Should the tenant, during the term of any lease negotiated in conjunction with this Listing Agreement, purchase or agree to purchase the Property, the Owner agrees to pay Broker a six percent (6%) commission of the sales price upon closing less any prorated leasing commission already received by Broker for the unexpired term of the lease. Broker, upon execution or any lease, may record an affidavit setting forth its right to additional commissions upon any negotiated renewals, exercised options, extensions, additions to the lease or

purchase of the Property, which affidavit shall be binding upon the heirs, personal representatives, successors and assigns of the Owner. Notwithstanding the foregoing, said commission shall not be less than $4,000.00. All fees owed to the Broker shall be paid at the time of execution of the lease. In the event that the fees owed to Broker at such time, interest shall accrue on the amount owing at a rate of one and one-half percent (1.5%) per month.

(3) The Property will be represented under the following terms:

(a) $12.00 per square foot per year
(b) 3 -5+ years in term
(c) 2,388 square foot minimum leasable area
(d) 2,388 square foot total leasable area
(e) Owner pays: None, Gross

(G) Owner will cooperate with Broker's efforts; will arrange for access to the Property for Broker and/or prospective Purchasers or Tenants, as the case may be; and will provide accurate and complete information regarding the Property and its ownership and operational history as may be reasonably requested by Broker. Owner agrees to save and hold Broker harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this agreement from any incorrect information or misrepresentation supplied by Owner or from any material facts, including latent defects, that are known to Owner that Owner fails to disclose.

2. THE BROKER AGREES TO:

(A) Use reasonably diligent efforts to procure a purchaser or tenant, as the case may be, according to the above terms.

(B) Furnish promptly any additional data requested by fellow Commercial MLS brokers and agents, provided Broker has access to the information.

(C) The Broker, or any sales associated designated pursuant to paragraph 3(E), below, must provide at a minimum, the following services: (i) accept delivery of and present to the client offers and counteroffers to buy, sell, or lease the Owner's Property or the property the Owner seeks to purchase or lease; (ii) assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are either satisfied or waived; (iii) answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies; and (iv) provide prospective buyers access to listed properties.

3. ADDITIONAL PROVISIONS:

(A) All monies that may be involved in the completion of a sale or lease, such as earnest money, option fees, deposit fees, etc., shall be paid to Broker and held in Trust until closing. All such monies shall be held in a special, non-interest bearing account.

Upon closing, all such sums shall be disbursed according to the terms of the contract for purchase.

(B) In the event that a Purchaser defaults in the performance of a purchase agreement and the earnest money is forfeited, Owner and Broker shall each retain one-half of the forfeited sum, except that Owner shall receive any surplus in excess of the commission due Broker. Should Owner default in performance of a purchase agreement, Owner shall remain liable for Broker's commission, which shall be due and payable to Broker immediately and which shall accrue interest at a rate of one and one-half percent (1.5%) per month. Owner shall also be responsible for the payment of any reasonable investigative and attorney's fees and other costs, if any, incurred by Broker in the collection of Broker's commission.

(C) The Broker shall be protected for a period of six (6) months after termination of this Listing Agreement on all prospects introduced to the Property by Broker while this Listing Agreement is in effect. The Broker shall qualify for this protection by submitting to the Owner in writing, prior to the expiration of the term hereof, the names and addresses of such prospects. If, during said six (6) month period, the Broker, Owner, or any other party procures a sale, as defined herein, or lease of the Property to such a prospect, Owner shall pay to said Broker the commission set forth above, provided that in the event of successive listing contracts with members of the Quad City Commercial Multiple Listing Service, the Broker agrees that the latest listing in point of time shall supersede all other listing contracts.

(D) Either party may enforce this Agreement as provided or allowed by law or in equity; or, in the event litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.

(E) Broker designates/appoints Thad DenHartog, "Owner's Designated/Appointed Agent(s)", a sales associate(s) affiliated with Broker as the only legal agent(s) of the Owner. Broker reserves the right to name additional designated/appointed agents when in Broker's discretion it is necessary. If additional designated/appointed agents are named, Owner shall be informed in writing within a reasonable time. Owner understands and agrees that this agreement is a contract for Broker to market Owner's Property and that Owner's Designated/Appointed Agent(s) is (are) the only legal agent(s) of owner.

(F) The Property shall be submitted to the Quad City Commercial Multiple Listing Service within five (5) days following the execution of this agreement, for distribution to all other Broker members. Broker cooperates and compensates other real estate brokerages representing buyers at a rate from forty percent (40%) to fifty percent (50%), payable from the commission received from Owner.

(G) Broker is authorized to include the subject property in any electronic advertising service available to the Broker, including but not limited to websites, mobile phone devices, etc. All marketing materials, including photographs created during marketing of the Property, shall remain the exclusive property of the Broker and such ownership shall survive termination of this agreement.

(H) The Owner acknowledges being informed and understands that, as part of Broker's real estate business, Broker and Broker's associate salespersons represent Buyers/Tenants as clients and enter into written agreements with Buyers/Tenants to serve as a Buyer's/Tenant's Exclusive Agent for the purpose of showing and negotiating for the purchase or lease of real estate. Owner desires that Broker market and makes Owner's Property available to any such potential Buyer/Tenant. Owner understands that in such a situation certain differences or conflicts may arise because both Owner and Buyer/Tenant have different interests to protect in the negotiation process.

(I) Broker is authorized to show the Property to prospective buyers/tenants represented by buyer's/tenant's agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate and the amount of compensation that it will offer cooperating brokers in the sale/lease of Owner's Property. Owner acknowledges that the compensation offered to such cooperating brokers may vary from broker to broker.

(J) Owner acknowledges that it is Owner's, not Broker's, responsibility to maintain and manage the Property in a state of good order and repair. This Agreement does not constitute a property management agreement.

(K) Owner and Broker acknowledge that it is illegal to refuse to display to or to sell/lease to any person because of race, color, religion, national origin, sex, physical disability or family status.

(L) This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of the parties hereto. This contract can only be amended in writing signed and dated by the parties.

(M) The Broker, through one or more licensees, must provide at a minimum, the following services; (1) accept delivery of and present to the Owner offers and counter-offers to buy, sell, or lease the Owner's property or the property the client seeks to purchase or lease; (2) assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and (3) answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies.

(N) Other Terms and Conditions (if any): ______________________________________

____

____

The undersigned parties have read, understand and agree to all provisions of this agreement, including the Agency Disclosure Notice and Consent to Dual Agency, attached and made part of this agreement.

MEL FOSTER COMMERCIAL REAL ESTATE SERVICES, L.L.C.	OWNER: RIVERFRONT IMPROVEMENT COMMISSION
BY: ______________________	BY: ______________________
DATE: ______________________	DATE: ______________________

IOWA SELLER/LANDLORD AGENCY DISCLOSURE NOTICE AND CONSENT TO DUAL AGENCY

Mel Foster Commercial Real Estate Services L.L.C. ("Mel Foster") is pleased to assist you in connection with the sale and/or lease of Iowa real estate. The following will govern the terms of your relationship with Mel Foster and your Appointed Agent. Mel Foster appoints Thad DenHartog("Appointed Agent") as its Agent to represent City of Davenport/Riverfront Improvement Commission (Client's Name) in connection with the possible sale and/or lease of Iowa real estate. Only the Appointed Agent will represent the client(s) named above (and any additional Appointed Agent who may be designated hereafter). Neither Mel Foster nor any other broker or sales associate affiliated with Mel Foster will be acting as an agent for the client(s) named above. It is the policy of Mel Foster to offer real estate services exclusively through Appointed Agents with respect to Iowa real estate. No other type of agency relationship is available through Mel Foster. The Appointed Agent and other Mel Foster sales associates may provide services simultaneously to other parties involving the same real estate.

DUTIES TO ALL PARTIES

A real estate agent, including the Appointed Agent, has the following duties to all parties to a transaction, regardless of which party the agent represents:

- To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
- To diligently exercise reasonable skill and care in providing brokerage services to all parties;
- To disclose to each party all material adverse facts that the agent knows, except for the following:
    - Material adverse facts known by the party
    - Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonable, prudent person under like or similar circumstances
    - Material adverse facts the disclosure of which is prohibited by law
    - Material adverse facts that are known to a person who conducts an inspection on behalf of a party;

A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.

- To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

DUTIES TO A CLIENT

In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed Agent, has the following duties to the agent's client(s):

- To place the client's interest ahead of the interests of any other party, unless the agent is acting as a disclosed dual agent, as discussed below;
- To disclose to the client all information known by the agent that is material to the transaction and that is not known by the client or could not be discovered by the client through reasonably diligent inspection;
- To fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that the agent has under the law;
- To disclose to the client any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to a transaction;

All Mel Foster clients are hereby advised that Mel Foster Insurance is owned by Mel Foster.

DUTIES OF A DUAL AGENT

An Appointed Agent may legally represent both the seller/landlord and the buyer/tenant in a transaction, but only with the prior knowledge and the written consent of both parties. This is called "Dual Agency". The Appointed Agent will be acting as a Dual Agent when he or she represents both the seller/landlord and the prospective buyer/tenant. This means that when the Appointed Agent is the listing agent and the selling/leasing agent, the Appointed Agent will be representing both parties simultaneously. When acting as a Dual Agent, the agent has the same Duties To All Parties and Duties to Client, as set forth above, <u>EXCEPT,</u> a Dual Agent may not and does not have a duty to place one client's interest ahead of the interests of the other client. By signing this agreement the client agrees that the Appointed Agent may act as a disclosed Dual Agent when the agent represents both the seller/landlord and the buyer/tenant.

ACKNOWLEDGMENT AND CONSENT TO DUAL AGENCY

I(We) acknowledge that I(We) have read this document, and that Mel Foster and the Appointed Agent have made full disclosure of the client(s) the Appointed Agent represents, the duties of a real estate agent to the parties, and the type of representation the agent will provide. I(We) have read and understand this statement, have asked questions I(We) deem appropriate regarding this disclosure and agreement, and I(We) acknowledge signing and receiving a copy of this document before receiving any specific assistance from the Appointed Agent or making or accepting an offer, which ever is sooner. I (We) have been informed about the possibility of a Dual Agency and consent and agree that the Appointed Agent may act as a disclosed Dual Agent when he or she represents both the seller/landlord and the buyer/tenant. If you do not understand all the terms of this document, seek legal advice before signing.

Buyer's/Tenant's Signature	Seller's/Landlord's Signature
____________________	____________________
____________________	____________________
Date____________________	Date____________________

Appointed Agent's Signature____

SHEET NUMBER: A.01

UNION STATION FLOOD REPAIRS

FOR

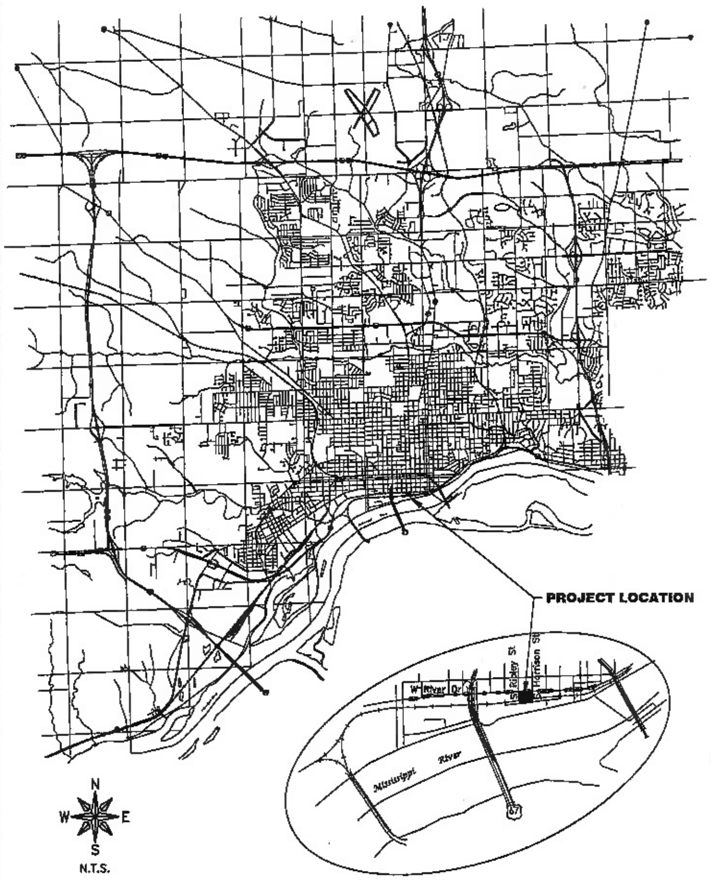
CITY OF DAVENPORT
DAVENPORT, IOWA

19-717

SCOTT COUNTY

MARCH 2020

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
A.01	TITLE
A.02	LEGEND
C.01	GENERAL NOTES, ESTIMATED QUANTITIES, SUPPLEMENTAL SPECIFICATIONS
C.02	EXISTING CONDITIONS
C.03	REMOVALS
D.01	SITE PLAN
D.02	BREEZEWAY ELEVATION PLAN
D.03	HESCO BARRIER AND STORM SEWER PLAN



LOCATION MAP

THE 2020 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2020), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

OWNER/DEV	CITY OF DAVENPORT
ADDRESS	226 WEST 4TH STREET
	DAVENPORT, IA 52801
P#	563-326-7711

CITY ADMINISTRATION

MAYOR....................	FRANK KLIPSCH
COUNCIL MEMBERS..........	KYLE GRIPP
	JJ CONDON
	RICK DUNN
	MARIA DICKMAN
	MARION MEGINNIS
	RAYMOND A. AMBROSE
	RITA RAWSON
	RICH CLEWELL
	MAKE MATSON
	KERRI TOMPKINS
CITY ADMINISTRATOR..........	CORRI SPIEGEL

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS IOWA WISCONSIN

CEDAR RAPIDS, IOWA
200 5TH AVENUE SE, SUITE 100
CEDAR RAPIDS, IA 52402
P# (319) 294-6909

PRELIMINARY

PROF. ENGINEER & LAND SURVEYOR
NATHAN P. KASS
18659
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Nathan P. Kass, P.E. & P.L.S. Date
License Number 18659
My license renewal date is December 31, 2021.
Pages or sheets covered by this seal: All

ORIGINAL SET FOR PROJECT: 19-717	DATE CREATED: MARCH 2020	
REVISIONS		
REV. NO.	DESCRIPTION	DATE

ABBREVIATIONS

<	ANGLE
ABC	AGGREGATE BASE COURSE
AC	ACRE(S)
ACI	AMERICAN CONCRETE INSTITUTE
AGR	AGGREGATE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ARCH	ARCHITECT
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BALL VALVE
BFP	BACKFLOW PREVENTER
BIT	BITUMINOUS
BLDG	BUILDING
BLK	BLOCKING
BM	BENCHMARK
BOT	BOTTOM
BSMT	BASEMENT
BV	BUTTERFLY VALVE
B-B	BACK-TO-BACK OF CURB DIMENSION
CL or ℄	CENTERLINE
C TO C	CENTER TO CENTER
C & G	CURB AND GUTTER
CF	CUBIC FEET
CHD	CHORD LENGTH
CI	CAST IRON PIPE
CHK	CHECK VALVE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CTY	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
C-B	CENTERLINE TO BACK OF CURB DIMENSION
COORD	COORDINATE
CU	COPPER PIPING
CTRS	CENTERS
CY	CUBIC YARDS
CS	CORPORATION STOP
D	DEGREE OF CURVE
DEP	DEPRESSED
DET	DETAIL
DIAG	DIAGONAL
DIM	DIMENSION
DI	DUCTILE IRON PIPE
DN	DOWN
DNSTR	DOWNSTREAM
DP	DRAINAGE PIPE/STORM PIPE
DWG	DRAWING
E	EAST
EJ	EXPANSION JOINT
EL, ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
EW	EACH WAY
EXP	EXPANSION
EX, EXIST	EXISTING
EXT	EXTERIOR
E =	EXTERNAL DISTANCE
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIELD ENTRANCE
FF	FINISH FLOOR
FIL	FILLET
FIN	FINISH
FL	FLOW LINE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FRMG	FRAMING
FTG	FOOTING
F-F	FACE TO FACE
GA	GAUGE
GI	GALVANIZED IRON PIPE
GRD	GRADE
GRS	GRATING SUPPORT
GRT	GROUT
GV	GAS VALVE
GYP	GYPSUM
HSE	HOUSE
HC	HORIZONTAL CURVE
HMA	HOT MIX ASPHALT
HNGR	HANGER
HORIZ	HORIZONTAL
H.P.	HIGH POINT
HW	HOT WATER
HWH	HOT WATER HEATER
Δ =	CENTRAL ANGLE
I	MOMENT OF INERTIA
ID	INSIDE DIAMETER
INT	INTERIOR
INV	INVERT ELEVATION; BASED ON BENCH MARK DATUM
IP	IRON PIPE
JST	JOIST
L	LENGTH OF CURVE
LAT	LATERAL
LAV	LAVATORY
LF	LINEAL FEET
L.P.	LOW POINT
LT	LEFT OF SURVEY BASE LINE
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MTL	METAL
N	NORTH
No. OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OO	OUTSIDE TO OUTSIDE
OPNG	OPENING
OPP	OPPOSITE
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PCF	POUNDS PER CUBIC FOOT
PDP	PERFORATED DRAIN PIPE
PE	POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PLATE
PLG	PLUG VALVE
PLP	POLYPROPYLENE PIPE
PLYWD	PLYWOOD
PM	PRINCIPAL MERIDIAN
PR	PRESSURE REGULATORS
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PR, PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PIPE SLEEVE
PT	POINT OF TANGENCY
PLG	PLUG VALVE
PVC	POLYVINYL CHLORIDE (PLASTIC) PIPE
R	RADIUS
RDCR	REDUCER
RCCP	REINFORCED CONCRETE CYLINDER PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REINF	REINFORCING
REQD	REQUIRED
ROW	RIGHT OF WAY
RFTR	RAFTER
RND	ROUND
RR	RAILROAD
RRSP	RAILROAD SPIKE
RT	RIGHT
R&R	REMOVE AND REPLACE
S	SOUTH
SB	STREAM BED
SCHED	SCHEDULE
SEC	SECTION
SF	SQUARE FEET
SHR	SHOWER
SHT	SHEET
SHTG	SHEATHING
SP	SANITARY PIPE
SPA	SPACING OR SPACES
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SERVICE
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SW	SIDEWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
TAN	TANGENT LENGTH
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK; BASED ON BENCHMARK DATUM
TD	TILE DRAIN
THK	THICK
TR	TREAD
TY	TYPE
TYP	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UPSTR	UPSTREAM
UR	URINAL
USGS	US GEOLOGICAL SURVEY
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPRC	VERTICAL POINT OF REVERSE CURVATURE
VPT	VERTICAL POINT OF TANGENCY
W	WEST
WC	WATER CLOSET
WF	WIDE FLANGE
WM	WATER MAIN
WMQ	WATER MAIN QUALITY
WV	WATER VALVE
WGT	WEIGHT
WP	WEATHER PROOF
WS	WATER SERVICE
WWF	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
XP	EXPLOSION PROOF

HATCH PATTERNS

- EARTH – FILL
- EARTH – UNDISTURBED
- ROCK (GEOLOGICAL)
- STONE OR RIP RAP
- GRAVEL
- CONCRETE
- CONCRETE BLOCK
- CMU
- ASPHALT PAVEMENT
- BRICK
- STEEL
- INSULATION (LOOSE/ BATT)
- INSULATION (RIGID)
- WOOD (ROUGH)
- WOOD (BLOCKING)
- WOOD (FINISH)
- DETECTABLE WARNING

SYMBOLS

CIVIL

EXISTING	CIVIL	PROPOSED
EXISTING R.O.W.	RIGHT-OF-WAY LINE	PROPOSED R.O.W.
	PROPERTY LINE	
	CENTERLINE	
	SETBACK LINE	
	EASEMENT LINE	
	SECTION LINE	
	SECTION CORNER	
N 1000.00 E 1000.00	COORDINATE POINT ON GRID SYSTEM	
FND	FOUND OR SET PROPERTY PIN	SET
	RIGHT-OF-WAY MARKER	
	BENCHMARK	
600	CONTOUR LINE	600
	SPOT ELEVATION (AT ◆)	
	FENCE LINE	
	SILT FENCE LINE	
	CURB AND GUTTER	
	TIP OUT CURB AND GUTTER	
	SAWCUT, LIMITS OF PAVEMENT REMOVAL & REPLACEMENT	
X"	DECIDUOUS TREE W/ SIZE	X"
X"	CONIFEROUS TREE W/ SIZE	X"
X"	TREE STUMP	
	HEDGEROW	
	BUSH OR SHRUB	
	TREE LINE	
CL	CONSTRUCTION LIMIT LINE	CL
	SIGN (MULTIPLE POST, SINGLE POST)	
	SIGN (PYLON)	
	GUARD RAIL	
	RAILROAD TRACKS	
	BUILDING	
	MAILBOX	
	FLAGPOLE	
	BOLLARD	
	AIR CONDITIONER	

MISC

EXISTING	MISC	PROPOSED
S.B. #XX	SOIL BORING LOCATION AND NUMBER	S.B. #XX
MW #XX	MONITORING WELL	MW #XX
	REVISION NUMBER	
	OUTLINE OF DETAILED AREA	
	SECTION NUMBER SHEET WHERE SHOWN	A S-

SANITARY SEWER

EXISTING	SANITARY SEWER	PROPOSED
SAN	SANITARY SEWER	SAN
SSO	SANITARY SEWER SERVICE	SSO
FM	SANITARY SEWER FORCE MAIN	FM
	SANITARY CLEANOUT	CO
	SANITARY MANHOLE	
	WYE FITTING	

WATER

EXISTING	WATER	PROPOSED
WS	WATER SERVICE	WS
W	WATER PIPE	W
	FIRE HYDRANT	
	YARD HYDRANT	
	WATER VALVE WITH BOX	
	CURB STOP W/CURB BOX	
	REDUCER	
W	WATER VALVE VAULT	W
	11.25° BEND	
	22.50° BEND	
	45° BEND	
	90° BEND	
	TEE	
	CAP	
M	WATER METER	M
	SPRINKLER HEAD	
	TRACER WIRE BOX	

STORM SEWER

EXISTING	STORM SEWER	PROPOSED
SD	STORM SEWER	SD
DT	DRAIN TILE	DT
	DITCH LINE (PAVED)	
	DITCH LINE (UNPAVED)	
	STORM MANHOLE	
	CATCH BASIN	
	STORM SEWER INLET	
	STORM SEWER INLET – BEHIND CURB	
	DOWNSPOUT	
X" TYPE	CULVERT AND SIZE	X" TYPE
	RCCP OR RCP EDRS (RCAP) END SECTION	
	METAL OR HDPE END SECTION	
	FLOW DIRECTION	

EROSION CONTROL

EXISTING	EROSION CONTROL	PROPOSED
	EROSION CONTROL BLANKET	
	TEMPORARY AND PERMANENT SEEDING AREA	
	UNDISTURBED AREA	
	STABILIZED CONSTRUCTION ENTRANCE	
	SILT FENCE	
	INLET PROTECTION	
	TEMPORARY SEDIMENT TRAP	
	CULVERT INLET PROTECTION	
	ROCK OUTLET PROTECTION	
	ROCK CHECK DAM – COURSE AGGREGATE	
	ROCK CHECK DAM – RIP RAP	
	DITCH CHECK	

UTILITY

EXISTING	UTILITY	PROPOSED
FO	FIBER OPTIC LINE	FO
TV	UNDERGROUND TV CABLE	TV
	CABLE TV RISER PEDESTAL	
OU	OVERHEAD UTILITY	OU
UE	UNDERGROUND ELECTRIC	UE
	ELECTRIC RISER PEDESTAL	
E	ELECTRIC MANHOLE	E
T	UNDERGROUND TELEPHONE	T
	TELEPHONE RISER PEDESTAL	
T	TELEPHONE MANHOLE	T
	UTILITY POLE	
	UTILITY POLE W/ METER	
	UTILITY POLE W/ TRANSFORMER	
	UTILITY POLE W/ LIGHT	
	UTILITY POLE WITH GUY WIRE AND ANCHOR	
	LIGHT (MAST MOUNTED)	
	LIGHT POLE (SINGLE FIXTURE)	
	YARD LIGHT	
G	GAS MAIN	G
M	GAS METER	M
	GAS VALVE	
	GAS STRUCTURE	

TRAFFIC RELATED

EXISTING	TRAFFIC RELATED	PROPOSED
	CONTROLLER	
	MAST ARM ASSEMBLY AND POLE	
	SIGNAL HEAD AND POST	
	SIGNAL HEAD	
	PEDESTRIAN HEAD	
	PEDESTRIAN PUSH-BUTTON	
	HAND HOLE	
	DOUBLE HAND HOLE	
	HAND HOLE OR JUNCTION BOX	
	HEAVY-DUTY HAND HOLE	
5'– 2"	EXISTING CONDUIT (LENGTH AND SIZE) PROP GALVANIZED STEEL OR PVC CONDUIT UPPER NUMERAL INDICATES LENGTH "T" INDICATES CONDUIT IN TRENCH "P" INDICATED CONDUIT PUSHED LOWER NUMERAL INDICATES SIZE AND TYPE	5'– T 2" GS-PVC
	LUMINAIRE	
	ARROW – THROUGH, TURN LEFT	
	ARROW – THROUGH	
	ARROW – TURN LEFT	
	ARROW – TURN RIGHT	
ONLY	ONE DIRECTION TURN ONLY	ONLY
	HANDICAPPED PARKING STALL	
	TRAFFIC DETECTOR LOOP	
	TRAFFIC CONTROL BOX	

FEHR GRAHAM
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OWNER/DEVELOPER:
CITY OF DAVENPORT
226 WEST 4TH STREET
DAVENPORT, IA 52801

PROJECT AND LOCATION:
UNION STATION FLOOD REPAIRS
DAVENPORT, IOWA

DRAWN BY: JCB
APPROVED BY: NPK
DATE: MARCH 2020
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING: LEGEND

SET TYPE: PRELIMINARY

JOB NUMBER: 19-717

SHEET NUMBER: A.02

GENERAL NOTES

1. All work shall conform to and be performed in accordance with all applicable codes and ordinances.
2. The Urban Standard Specifications for Public Improvements (SUDAS), 2020 edition, plus City of Davenport Supplemental specifications to SUDAS, plus Supplemental Specifications and Special Provisions as prepared by Fehr Graham shall be considered a part of these documents as if bound herein.
3. The quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.
4. Construction Survey for this project to be provided by the CONTRACTOR.
5. The CONTRACTOR shall notify all appropriate engineering departments and utility companies prior to construction. All necessary precautions shall be taken to avoid damage to any existing utility. Iowa Code 480, Underground Facilities Information, requires notice to Iowa One Call (1-800-292-8989) not less than 48 hours before excavation, excluding weekends and legal holidays.
6. The location of existing underground utilities and rock elevations are shown in an approximate way only and have not been independently verified by the OWNER or its representative. The CONTRACTOR shall determine the exact location of all existing utilities and rock elevations before commencing work, and agrees to be fully responsible for any and all damages which might be occasioned by the CONTRACTOR'S failure to locate and preserve any and all underground utilities and rock elevations.
7. The CONTRACTOR shall visit the site and inspect the project area and become thoroughly familiar with the actual job conditions prior to bidding and the start of any work. Failure to visit the site shall not relieve the CONTRACTOR from performing the work in accordance with these drawings.
8. The CONTRACTOR shall verify at the site, all dimensions and conditions shown on the drawings, and shall notify the ENGINEER of any discrepancies, omissions, and/or conflict prior to proceeding with the work.
9. The CONTRACTOR shall not scale drawings. Dimensions shall govern. Large scale drawings shall govern over small scale drawings. Notes and details on the drawings shall apply to all similar conditions whether they are repeated or not.
10. The CONTRACTOR shall be responsible for any damage to existing facilities outside the construction limits resulting from negligence.
11. CONTRACTOR shall protect existing facilities, buildings, and other appurtenances not to be removed from the site during the construction activities.
12. CONTRACTOR shall confine his work to the construction limits and easements. If the CONTRACTOR obtains additional easement for the storage of equipment and materials, copies of the agreements with the property Owners shall be provided to the OWNER.
13. CONTRACTOR shall submit a detailed construction schedule and staging plan a minimum of two (2) days prior to the preconstruction meeting.
14. CONTRACTOR shall be responsible to maintain access to individual properties during construction whenever practical. CONTRACTOR shall notify residents of access restrictions minimum of 24 hours prior to removal of existing access.
15. CONTRACTOR shall submit for acceptance work plans and schedules for accomplishment of temporary and permanent erosion control prior to the start of construction.
16. CONTRACTOR shall coordinate temporary disruption of utility services with the City of Davenport, affected utility companies and/or affected property owners when relocating existing facilities, connecting to existing facilities and placing new services.

EXISTING QUANTITIES

NO.	CODE	DESCRIPTION	QUANTITY	UNIT
1	2010-C	CLEARING AND GRUBBING	1	LS
2	2010-D-1	TOPSOIL, ON-SITE	45	CY
3	2010-D-3	TOPSOIL, OFF-SITE	163	CY
4	2010-E	EXCAVATION, CLASS 10	318	CY
5	2010-G	SUBGRADE PREPARATION	783	SY
6	2010-I	SUBBASE, 6" COMPACTED CRUSHED STONE	953	SY
7	4020-A-1	STORM SEWER, TRENCHED, 12" DIAMETER HDPE	148	LF
8	4020-E	INLINE RUBBER CHECK VALVE	1	EA
9	6010-A	MANHOLE, SW-401, SUMP MANHOLE	1	EA
10	6010-E	MANHOLE ADJUSTMENT, MINOR	3	EA
11	7010-A	PAVEMENT, PCC, 7" (THICKNESS)	395	SY
12	7010-A	PAVEMENT, PCC, 6" THICK W/ 6" THICK COMPACTED STONE BASE	389	SY
13	7040-H	PAVEMENT REMOVAL	307	SY
14	7040-I	BRICK BARRIER CURB REMOVAL	207	LF
15	7040-Q	BRICK SURFACING REMOVAL	854	SY
16	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS
17	8040-A	SIGN	2	EA
18	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.1	AC
19	9020-A	SOD	22	SQ
20	9040-T-1	INLET PROTECTION DEVICE	1	EA
21	9040-08-T-2	INLET PROTECTION DEVICE, MAINTENANCE	1	EA
22	11,010-A	CONSTRUCTION SURVEY	1	LS
23	11,020-A	MOBILIZATION	1	LS
24	11,050-A	CONCRETE WASHOUT	1	LS

The following Supplemental Specifications are in addition to the City of Davenport, Iowa, Supplemental Specifications to SUDAS.

DIVISION 1 – GENERAL PROVISIONS AND COVENANTS

SECTION 1010
1.03 – DEFINITIONS AND TERMS
JURISDICTION: The Jurisdiction is the City of Davenport. Any reference to either shall be considered one in the same.
SECTION 1020
1.14 – OPENING OF PROPOSALS
Only bid totals will be made publicly available at and immediately after the bid opening. An itemized bid tabulation will be made publicly available for interested parties after the project has been awarded by the Owner.
SECTION 1030
1.02 – RELEASE OF BID SECURITY
A. The Jurisdiction shall retain the bid security of the lowest three bidders. The bid securities of the three lowest bidders will be released after the Jurisdiction's approval of the contract executed by the lowest responsive, responsible bidder.
SECTION 1040
1.05 – PLANS
SUDAS Standard Specifications apply. In addition to section 1040-1.05 the following apply.
A. Contractor's bids shall be based on the final Plans and any addendum received.
B. No CAD files or electronic surface information will be available for bidding purposes.
C. No CAD files or electronic surface information will be available to the Contractor following award of the project.
1.06 – INCREASE OR DECREASE OF WORK
B. Quantity change, regardless of the percentage increase or decrease of the total bid, shall not affect the unit bid price of that item.
SECTION 1050
1.03 – COOPERATION BY THE CONTRACTOR → SPECIAL ATTENTION TO THIS SECTION IS REQUESTED OF ALL BIDDING CONTRACTORS
1.12 – SALVAGE
A. Contractor shall salvage brick pavers for the Jurisdiction. Contractor is responsible for hauling to the designated stockpile at the Public Works Marquette Yard at 232 South Marquette Street. Contractor shall check in with the person at the asphalt plant office (visible from the yard entrance gate) prior to delivery. Bricks that are overlaid with asphalt or seal coat shall not be salvaged and shall be the property of the contractor and disposed of properly. Special care shall be taken to ensure the salvaged bricks are relatively clean of soil before deposited in the stockpiles. Contractor is not responsible for palletizing bricks. Contractor is strongly encouraged to deliver bricks immediately upon removal to prevent theft.
SECTION 1060
1.04 – STORAGE OF MATERIALS
The brick paver area on the south side of the project and north of the railroad right-of-way may be used as a staging area for storage of equipment and materials for this project where indicated on the Plans. Contractor shall return area to a condition similar to that prior to construction. This includes, but is not limited to: smoothing any ruts, removing all trash and debris, and repairing or reseeding the area. No payment will be made for work or materials required to return staging area to preconstruction condition.
SECTION 1070
2.02 – CONVENIENCE AND SAFETY – SPECIAL ATTENTION TO THIS SECTION IS REQUESTED OF ALL BIDDING CONTRACTORS
C. Work shall be completed in a manner that will cause the least inconvenience and annoyance to the public and property owners abutting the work area, and shall provide access to the abutting property to the greatest extent practicable. Contractor shall notify property owners a minimum of 48 hours in advance when access will be restricted to their properties.
2.05 – EXPLOSIVES
A. Use: Due to the risk of collateral damage, blasting will not be allowed for this project as part of rock removal activities.
2.13 – BORROW AND WASTE SITES
A. Contractor shall secure and operate, at its own expense, sites for disposal of class 12 rock excavation, structures, surfacing materials, and rubbish and debris.
SECTION 1080
1.02 – CONTRACT TIME
A. 3. Contractor shall fully complete the project in 25 working days.
SECTION 1090
1.05 – PROGRESS PAYMENTS
D. Partial pay estimates shall be submitted by the Contractor to the Engineer by the Thursday following the last Saturday of the month for work completed through the last Saturday of the month.

DIVISION 2 – EARTHWORK

SECTION 2010
1.03 – SUBMITTALS
A. The Jurisdictional Engineer hereby requests that all materials to be incorporated into the work have certifications furnished which show that the materials comply with Specifications prior to any construction.
3.04 – EMBANKMENT CONSTRUCTION
E. Type A Compaction required for all embankment construction and subgrade preparation.

DIVISION 3 – TRENCH AND BACKFILL

SECTION 3010
3.05 – PIPE BEDDING AND BACKFILL
Pipe Embedment Requirements for Flexible Gravity Pipe:
HDPE Dual Wall Gravity Pipe: Class F-3

DIVISION 4 – SEWERS AND DRAINS

SECTION 4020
1.03 – SUBMITTALS
A. The Jurisdictional Engineer hereby requests that all materials to be incorporated into the work have certifications furnished which show that the materials comply with Specifications prior to any construction.
1.08 – MEASUREMENT AND PAYMENT
A. 1. a. Measure each size and type of pipe installed from inside wall of intake/manhole to inside wall of intake/manhole.
E. Inline Rubber Check Valve:
1. Measurement: Each valve will be counted.
2. Payment: Payment will be made at the unit price for each valve installed.
3. Includes: Unit price includes, but is not limited to, furnishing and installing internal clamps and hardware required to install the valve per manufacturer's recommendations.
2.07 – INLINE RUBBER CHECK VALVE
All rubber, ply reinforced, vulcanized unibody construction check valve with slip-in cuff connection, such as Checkmate® Ultraflex™ inline check valve by Red Valve® or preapproved equivalent.
3.09 – STORM SEWER ABANDONMENT
A. 1. The Contractor is responsible for verifying the sewer line is not in use. Verification is incidental to the plug/cap.
B. 1. The Contractor is responsible for verifying the sewer line is not in use. Verification is incidental to the filling of the sewer.
3.12 – INLINE RUBBER CHECK VALVE
Install per manufacturer's recommendations.

DIVISION 6 – STRUCTURES FOR SANITARY AND STORM

SECTION 6010
1.03 – SUBMITTALS
The Jurisdictional Engineer hereby requests that all materials to be incorporated into the work have certifications furnished which show that the materials comply with Specifications prior to any construction.

DIVISION 7 – STREETS & RELATED WORK

SECTION 7010
1.03 – SUBMITTALS
All submittals listed in the standard specifications shall be provided.
1.07 – SPECIAL REQUIREMENTS
A. Maturity Method for determination of opening time may be used for this project but there will be no additional payment. If used, Contractor/Supplier shall develop and submit maturity curve prior to the start of paving operations.
2.01 – MATERIALS
D. 1. Class 3 durability or better ONLY for this project.
2.02 – MIX DESIGN
A. 1. Minimum compressive strength shall be 4,500 psi at 28 days. Contractor may use Iowa DOT Class M mix meeting the requirements of Materials I.M. 529, but no additional payment will be made for this mix. Contractor may use C-SUD or CV-SUD mixes, but no additional payment with be made for this mix.
3.02 – PAVEMENT CONSTRUCTION
I. 5. Surface Treatment shall consist of a soft broom finish to provide a non-skid surface.
L. Joint Sealing is not required.
SECTION 7030
2.01 – PORTLAND CEMENT CONCRETE MIX
A. Class C, 4,500 psi at 28 days compressive strength required. Class 3 durability or better ONLY for this project.
3.04 – PCC RECREATIONAL TRAILS, SIDEWALKS, AND DRIVEWAYS
F. 2. b. 3. All transverse contraction joints shall be sawed. Joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.
3. b. 2. All longitudinal contraction joints shall be sawed. Joints may be sawed with a 1/8 inch blade to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.
SECTION 7040
1.08 – MEASUREMENT AND PAYMENT
Q. Brick Surfacing Removal includes salvaging the removed bricks and delivery to the Public Works Marquette Yard. Bricks shall be relatively clean of dirt before stockpiling. Palletizing the bricks is not required.

DIVISION 8 – TRAFFIC CONTROL

SECTION 8040
1.01 – SECTION INCLUDES
A. Roadway signage including existing and permanent. Signage for Traffic Control is not included in this section.
1.02 – DESCRIPTION OF WORK
A. Traffic sign materials, installation, measurement, and payment shall be completed per Section 2524 of the 2015 edition of the Iowa DOT Standard Specifications with GS-15010 Revisions and the below supplemental specifications.
B. New signs shall be compliant with the current MUTCD and be of the type and size as noted in the Plans.
1.08 – MEASUREMENT AND PAYMENT
A. Aluminum Sheet Sign:
1. Measurement: Each sign will be counted.
2. Payment: Payment will be made at the unit price for each sign installed.
3. Includes: Unit price includes, but is not limited to, furnishing and installing signs; mounting hardware; removal and disposal of old signs.
2.01 – SIGNS
Signs shall be aluminum indicating van accessible handicap parking with standard blue and white color scheme.
3.01 – SIGNS
Existing signs shall be removed. New handicap parking signs shall be mounted to the canopy columns as indicated in the Plans. Signs shall be fastened with stainless steel straps and rust resistant bolts and nuts.

DIVISION 9 – SITE WORK & LANDSCAPING

SECTION 9010
1.02 – DESCRIPTION OF WORK
Completed installation shall include preparation of the seedbed, furnishing and installing seed, fertilizer and mulch, maintenance, and guarantee for completed seeded areas.
1.07 – SPECIAL REQUIREMENTS
A. Warranty is required and is incidental to the seeding bid item. No separate bid item is allowed. Warranty is for only permanent seeding within the dates for each variety specified per Section 9010, 2.02.
B. Warranty period is two full years from acceptance.
1.08 – MEASUREMENT AND PAYMENT
A. 1. Seeding for a completed installation shall be measured in acres, of accepted seeding within the contract or easement limits. Seeding item includes supplying and applying proper seed, fertilizer, and mulch. Different payment for method of application will not be allowed. At the Contractor's option, Hydraulic or Pneumatic Seeding may be used, but will not be paid separately.
2. Fertilizing shall be incidental to the seeding bid item and will not be paid separately.
3. Mulching shall be incidental to the seeding bid item and will not be paid separately.
E. Warranty for seeding, fertilizing, and mulching is required but is incidental to the seeding bid item. Warranty period shall be for two full years from the date of acceptance. No separate bid item is allowed.
2.02 – SEED MIXTURES
All seeding shall be Type 1 (Permanent Lawn Mixture). All temporary seeding shall be Type 4 (Urban Temporary Erosion Control Mixture). Delete oats in Type 4 as all areas are previously established lawns.
3.08 – RE-SEEDING
A. When all work related to seeding on an area has been completed but is washed out or damaged prior to final acceptance of the seeding area, the area shall be reseeded, refertilized, and remulched without additional compensation.
3.10 – ACCEPTANCE AND WARRANTY
B. 1. Required but incidental to the seeding bid item and shall not be paid separately.
2. The warranty period is twenty-four months beginning on the date of acceptance.

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 4/9/20

OWNER/DEVELOPER:
CITY OF DAVENPORT
226 WEST 4TH STREET
DAVENPORT, IA 52801

PROJECT AND LOCATION:
UNION STATION FLOOD REPAIRS
DAVENPORT, IOWA

DRAWN BY: JCB
APPROVED BY: NPK
DATE: MARCH 2020
SCALE: AS NOTED

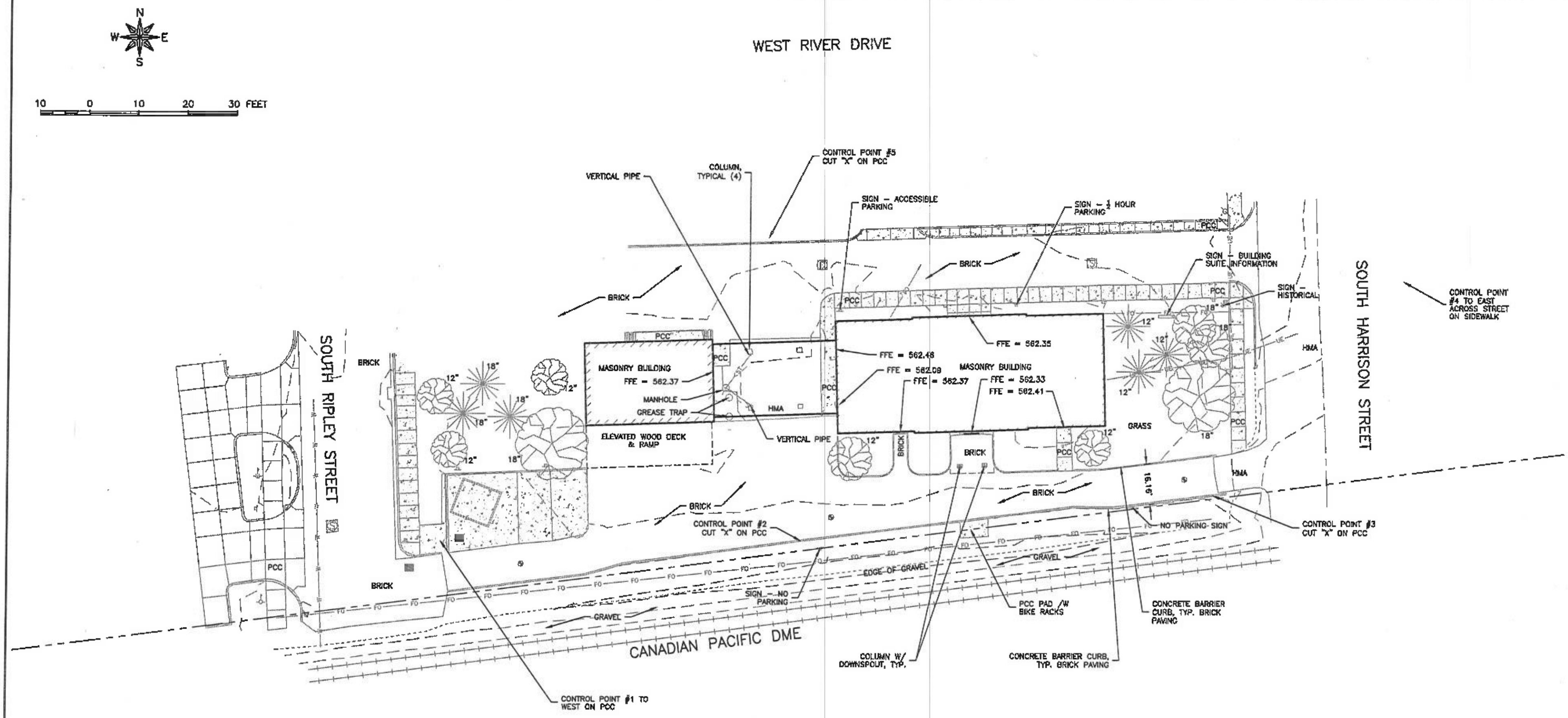
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GENERAL NOTES, ESTIMATED QUANTITIES, SUPPLEMENTAL SPECIFICATIONS

SET TYPE: PRELIMINARY

JOB NUMBER: 19-717

SHEET NUMBER: C.01



CONTROL POINTS
CONTROL POINT #1, CUT "X" ON PCC
NORTHING: 567091.84 EASTING: 2440336.85 ELEVATION: 560.62
CONTROL POINT #2, CUT "X" ON PCC
NORTHING: 567092.27 EASTING: 2440483.63 ELEVATION: 560.85
CONTROL POINT #3, CUT "X" ON PCC
NORTHING: 567110.88 EASTING: 2440651.11 ELEVATION: 561.05
CONTROL POINT #4, CUT "X" ON SIDEWALK
NORTHING: 567198.28 EASTING: 2440728.20 ELEVATION: 560.11
CONTROL POINT #5, CUT "X" ON SIDEWALK
NORTHING: 567215.45 EASTING: 2440469.45 ELEVATION: 562.33

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UNION STATION FLOOD REPAIRS
DAVENPORT, IOWA

DRAWN BY: JCB
APPROVED BY: NPK
DATE: MARCH 2020
SCALE: AS NOTED

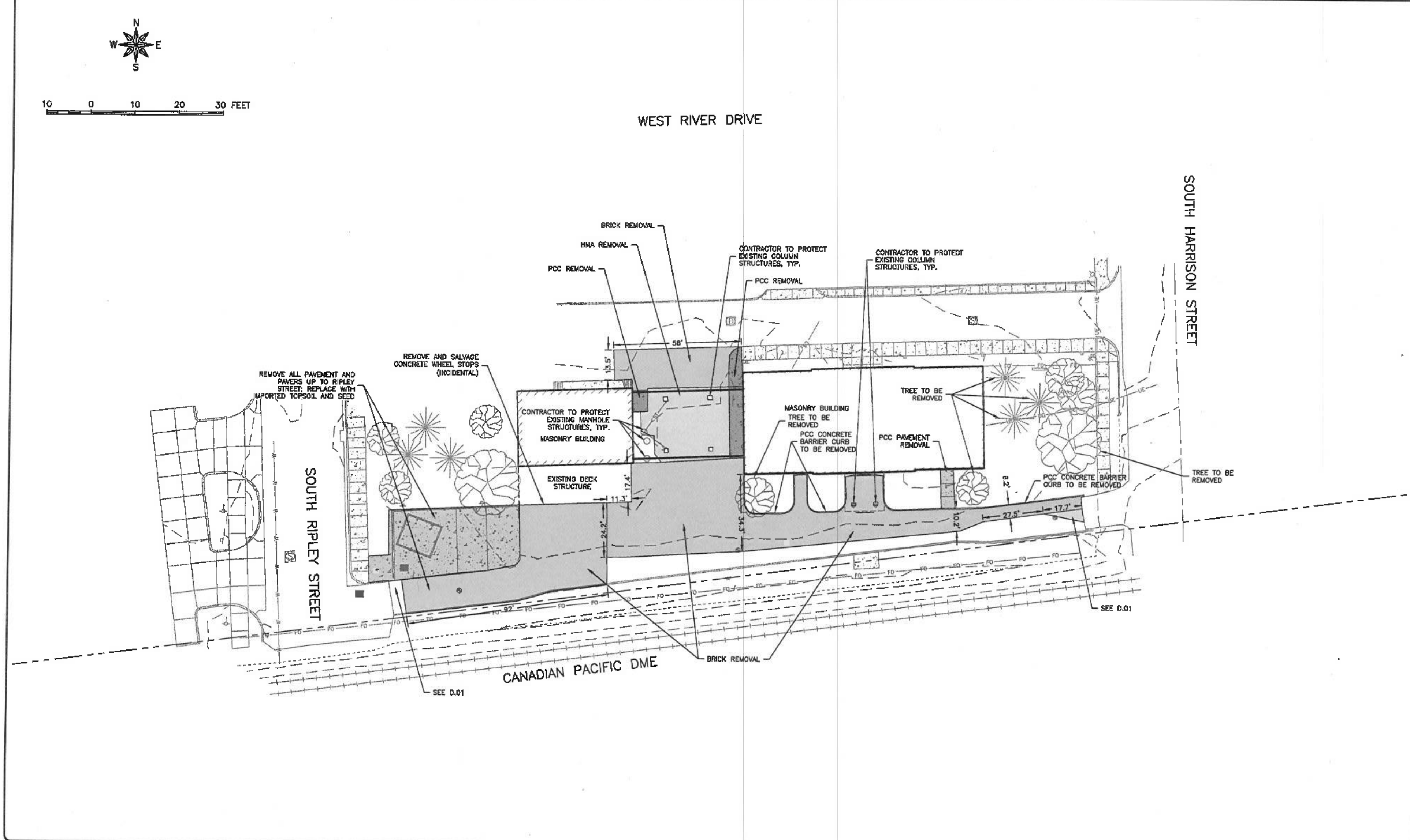
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
EXISTING CONDITIONS

SET TYPE: PRELIMINARY

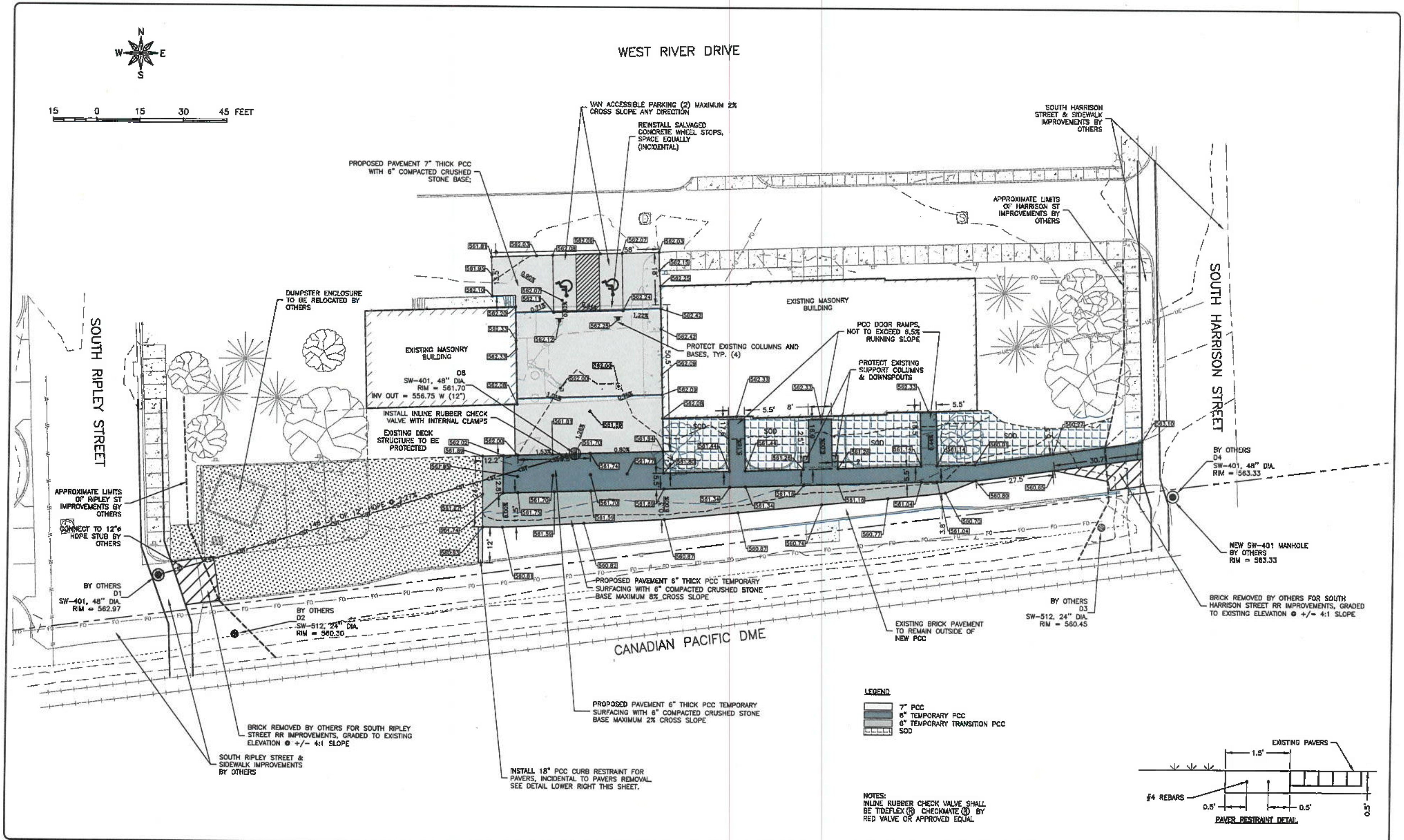
JOB NUMBER: 19-717

SHEET NUMBER: C.02

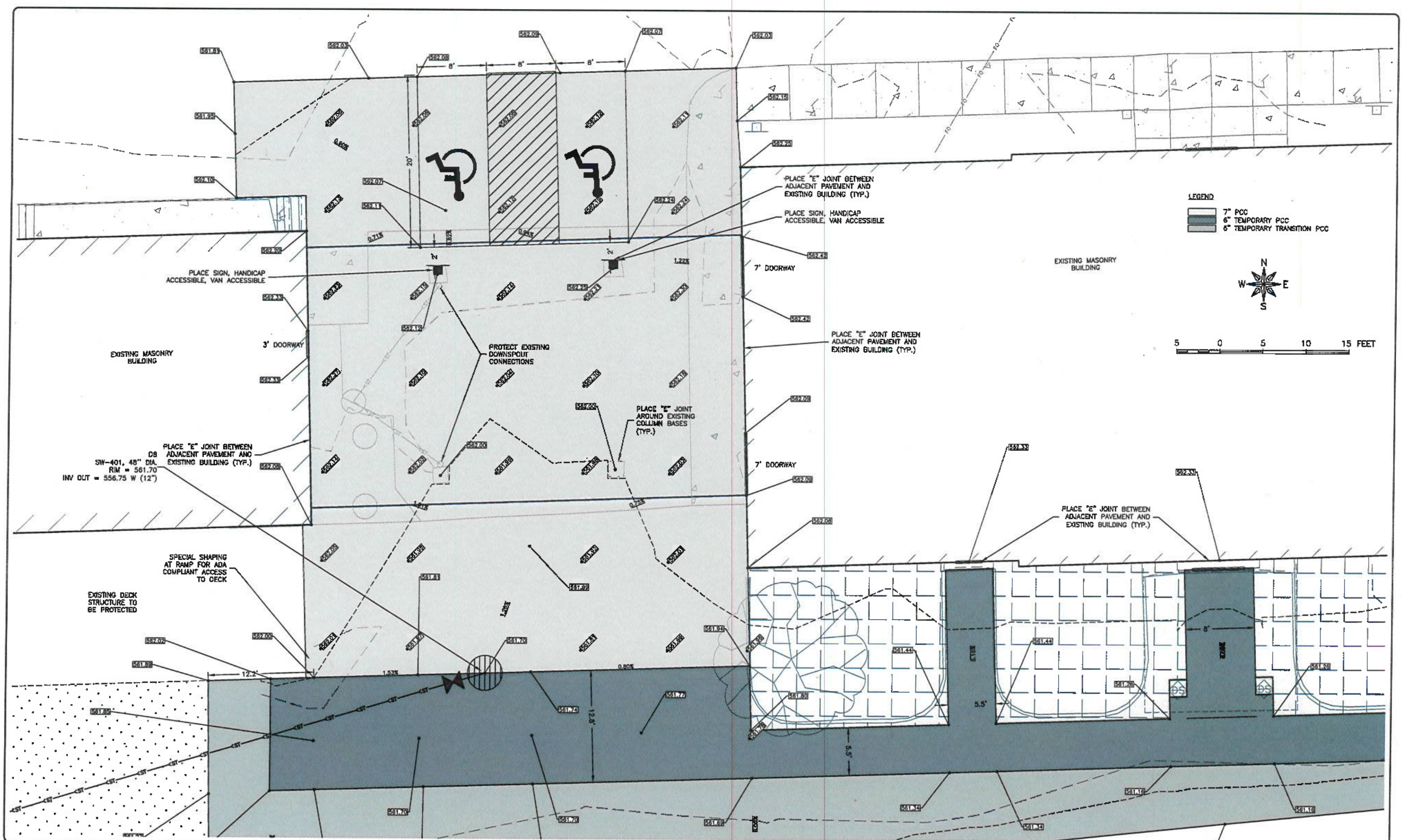


FEHR GRAHAM ENGINEERING & ENVIRONMENTAL	ILLINOIS IOWA WISCONSIN	OWNER/DEVELOPER: CITY OF DAVENPORT 226 WEST 4TH STREET DAVENPORT, IA 52801	PROJECT AND LOCATION: UNION STATION FLOOD REPAIRS DAVENPORT, IOWA	DRAWN BY: JCB APPROVED BY: NPK DATE: MARCH 2020 SCALE: AS NOTED	REVISIONS (REV. NO. / DESCRIPTION / DATE)	DRAWING: REMOVALS SET TYPE: PRELIMINARY	JOB NUMBER: 19-717 SHEET NUMBER: C.03

PLOT DATE: 6/9/20



FEHR GRAHAM ENGINEERING & ENVIRONMENTAL	ILLINOIS IOWA WISCONSIN	OWNER/DEVELOPER: CITY OF DAVENPORT 226 WEST 4TH STREET DAVENPORT, IA 52801	PROJECT AND LOCATION: UNION STATION FLOOD REPAIRS DAVENPORT, IOWA	DRAWN BY: JCB APPROVED BY: NPK DATE: MARCH 2020 SCALE: AS NOTED	REVISIONS REV. NO. / DESCRIPTION / DATE	DRAWING: SITE PLAN SET TYPE: PRELIMINARY	JOB NUMBER: 19-717 SHEET NUMBER: D.01



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ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 6/8/20

OWNER/DEVELOPER:
CITY OF DAVENPORT
226 WEST 4TH STREET
DAVENPORT, IA 52801

PROJECT AND LOCATION:
UNION STATION FLOOD REPAIRS
DAVENPORT, IOWA

DRAWN BY: JCB
APPROVED BY: NPK
DATE: MARCH 2020
SCALE: AS NOTED

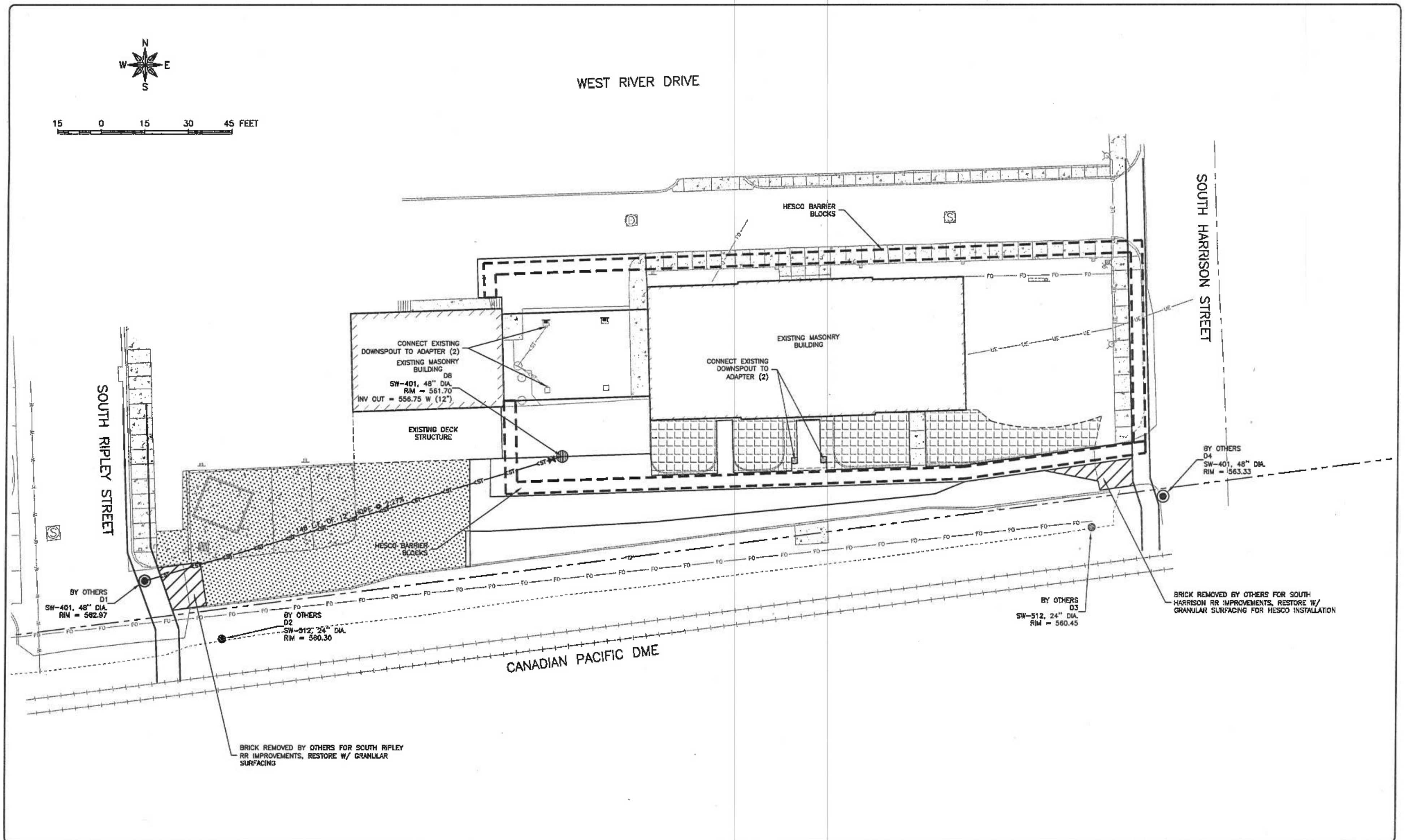
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
BREEZEWAY ELEVATION PLAN

SET TYPE: PRELIMINARY

JOB NUMBER:
19-717

SHEET NUMBER:
D.02



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ILLINOIS
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PLOT DATE: 6/9/20

OWNER/DEVELOPER:
CITY OF DAVENPORT
226 WEST 4TH STREET
DAVENPORT, IA 52801

PROJECT AND LOCATION:
UNION STATION FLOOD REPAIRS
DAVENPORT, IOWA

DRAWN BY: JCB
APPROVED BY: NPK
DATE: MARCH 2020
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
HESCO BARRIER AND STORM SEWER PLAN

SET TYPE: PRELIMINARY

JOB NUMBER: 19-717

SHEET NUMBER: D.03