

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, MAY 26, 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 from February 25, 2020 - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Marine Specialties - DISCUSSION / ACTION

B. QC Cultivate - Freight House - DISCUSSION

V. Projects

A. Fire Department Rescue Boat House - DISCUSSION / ACTION

B. By-Laws Amendment - Remote Access - DISCUSSION

C. Strategic Plan - RiverWest - DISCUSSION

D. Union Station Interior & Exterior - DISCUSSION

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, June 23, 2020 at 5:30 p.m. in Council Chambers

Riverfront Improvement Commission
Minutes
February 25, 2020

Present: Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Kelli Grubbs, Gwendolyn Lee, Breanna Pairrett, Ryan Reed, and Karl Rhomberg

Others Present: Alderwoman Lee, City Council; Ald. Gripp, City Council Liaison; Lorrie Beaman, Freight House Farmer's Market; Michael Schertz, Parks Liaison; Zach Peterson, Public Works; and Steve Ahrens, Riverfront Improvement Commission

Chairman Bruemmer called the meeting to order at 5:30 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met.

Ashton moved to approve the minutes of the January 28 meeting. Grubbs seconded the motion and it carried.

Finance

Ahrens presented the previous month's disbursements, aged receivables report and the FY2020 Lease Report. Rhomberg moved to approve the disbursements. Grubbs seconded the motion and it carried.

Projects

Ahrens presented the proposed recommended budget for FY2021. Following discussion, Grubbs moved to approve the budget. Rhomberg seconded the motion and it carried.

Ahrens introduced Lorrie Beaman with the Freight House Farmer's Market. Beaman provided an update on the physical and organizational improvements for the market, including progress on the interior renovation work at the Freight House Indoor Market, organizational changes for the new restaurant, and enhancements to the layout for the seasonal outdoor market.

Staff presented a plan 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 will get underway in early April.

Staff provided an update regarding both the interior and exterior post flood restoration projects for Union Station.

Ahrens provided an update regarding proposed restoration projects for each railroad crossing, the City awaits responses from Canadian Pacific regarding certain discussions relating to the riverfront railroad and Canadian Pacific's decision to elevate the line. The expectation is for all crossings to be permanently restored by the end of the 2020 construction season. In addition, Bruemmer expressed

her desire to ensure synergy with the Main Street Landing Design Competition RFQ and the larger area needs, flooding elevations and railroad crossings.

Staff Report

Ahrens provided updates on a variety of topics, including:

- Freight House railcar signage
- Joint Workgroup update
- Freight House deck project update

Parks Liaison, Michael Schertz, provided an update regarding a number of Parks initiatives, including the Party in the Park initiative.

Other Business

With no public with business to present to the Commission, and with no further business, the meeting was adjourned at 6:50 p.m.

Ryan Reed, Secretary

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FOR 2020 11

JOURNAL DETAIL 2020 8 TO 2020 8

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	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	-263,825.00	.00	-26,175.00	91.0%
480690 MISCELLANEOUS	-22,000	-3,488	-25,488	-84,637.70	.00	59,150.20	332.1%
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	-348,563.70	.00	-14,048.80	96.1%
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES	74,285	0	74,285	69,289.49	.00	4,995.51	93.3%
510120 RETIREMENT-FICA	5,683	0	5,683	5,542.44	.00	140.56	97.5%
510130 RETIREMENT-IPERS	7,168	0	7,168	6,540.87	.00	627.13	91.3%
510140 EMPLOYEE INSURANCE	11,791	0	11,791	10,444.99	.00	1,346.01	88.6%
510161 DEFERRED COMP	3,714	0	3,714	3,464.50	.00	249.50	93.3%
510162 RETIREMENT HEALTH SAVINGS	743	0	743	692.92	.00	50.08	93.3%
520201 OFFICE SUPPLIES	200	0	200	53.11	.00	146.89	26.6%
520205 UTILITY SERVICES	90,000	5,000	95,000	72,006.63	.00	22,993.37	75.8%
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	37,408.00	940.00	13,652.00	73.7%
520297 PROJECT EXPENSE	20,000	18,488	38,488	39,487.94	.00	-1,000.44	102.6%
560606 TELEPHONE EXPENSE	450	0	450	378.94	.00	71.06	84.2%
560620 LIABILITY INSURANCE	1,381	0	1,381	1,381.00	.00	.00	100.0%
560623 FACILITIES MAINTENANCE	14,850	0	14,850	11,899.95	.00	2,950.05	80.1%
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	33,488	310,113	259,850.78	940.00	49,321.72	84.1%
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%

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JOURNAL DETAIL 2020 8 TO 2020 8

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL LEVEE IMPROVEMENT	0	0	0	-88,712.92	940.00	87,772.92	100.0%
TOTAL REVENUES	-329,125	-33,488	-362,613	-348,563.70		-14,048.80	
TOTAL EXPENSES	329,125	33,488	362,613	259,850.78	940.00	101,821.72	
GRAND TOTAL	0	0	0	-88,712.92	940.00	87,772.92	100.0%

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

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JOURNAL DETAIL 2020 9 TO 2020 11

	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	69,289.49	.00	4,995.51	93.3%
2020/09/090419 03/13/2020 PRJ	3,149.52 REF PY0313				WARRANT=031320	RUN=1 BI-WEEKL	
2020/09/091051 03/27/2020 PRJ	3,149.52 REF PY0327				WARRANT=032720	RUN=1 BI-WEEKL	
2020/10/100308 04/09/2020 PRJ	3,149.52 REF PY0409				WARRANT=040920	RUN=1 BI-WEEKL	
2020/10/100927 04/24/2020 PRJ	3,149.52 REF PY0424				WARRANT=042420	RUN=1 BI-WEEKL	
2020/11/110231 05/08/2020 PRJ	3,149.52 REF PY0508				WARRANT=050820	RUN=1 BI-WEEKL	
TOTAL FULL TIME SALARIES	74,285	0	74,285	69,289.49	.00	4,995.51	93.3%
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%

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	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL OVERTIME PAY	0	0	0	.00	.00	.00	.0%
510120 RETIREMENT-FICA							
54741013 510120 RETIREMENT-FICA	5,683	0	5,683	5,542.44	.00	140.56	97.5%
2020/09/090419 03/13/2020 PRJ	251.61 REF PY0313				WARRANT=031320	RUN=1 BI-WEEKL	
2020/09/091051 03/27/2020 PRJ	251.98 REF PY0327				WARRANT=032720	RUN=1 BI-WEEKL	
2020/10/100308 04/09/2020 PRJ	251.61 REF PY0409				WARRANT=040920	RUN=1 BI-WEEKL	
2020/10/100927 04/24/2020 PRJ	251.98 REF PY0424				WARRANT=042420	RUN=1 BI-WEEKL	
2020/11/110231 05/08/2020 PRJ	251.61 REF PY0508				WARRANT=050820	RUN=1 BI-WEEKL	
54741013 510120 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-FICA	5,683	0	5,683	5,542.44	.00	140.56	97.5%
510130 RETIREMENT-IPERS							
54741013 510130 RETIREMENT-IPER	7,168	0	7,168	6,540.87	.00	627.13	91.3%
2020/09/090419 03/13/2020 PRJ	297.31 REF PY0313				WARRANT=031320	RUN=1 BI-WEEKL	
2020/09/091051 03/27/2020 PRJ	297.31 REF PY0327				WARRANT=032720	RUN=1 BI-WEEKL	
2020/10/100308 04/09/2020 PRJ	297.31 REF PY0409				WARRANT=040920	RUN=1 BI-WEEKL	
2020/10/100927 04/24/2020 PRJ	297.31 REF PY0424				WARRANT=042420	RUN=1 BI-WEEKL	
2020/11/110231 05/08/2020 PRJ	297.31 REF PY0508				WARRANT=050820	RUN=1 BI-WEEKL	
54741013 510130 USDA RETIREMENT-	0	0	0	.00	.00	.00	.0%
TOTAL RETIREMENT-IPERS	7,168	0	7,168	6,540.87	.00	627.13	91.3%
510140 EMPLOYEE INSURANCE							
54741013 510140 EMPLOYEE INSURA	11,791	0	11,791	10,444.99	.00	1,346.01	88.6%
2020/09/091051 03/27/2020 PRJ	1,047.62 REF PY0327				WARRANT=032720	RUN=1 BI-WEEKL	
2020/10/100927 04/24/2020 PRJ	1,047.62 REF PY0424				WARRANT=042420	RUN=1 BI-WEEKL	

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JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL EMPLOYEE INSURANCE	11,791	0	11,791	10,444.99	.00	1,346.01	88.6%
510150 POLICE RETIREMENT							
54741013 510150 POLICE RETIREME	0	0	0	.00	.00	.00	.0%
TOTAL POLICE RETIREMENT	0	0	0	.00	.00	.00	.0%
510161 DEFERRED COMP							
54741013 510161 DEFERRED COMP	3,714	0	3,714	3,464.50	.00	249.50	93.3%
2020/09/090419 03/13/2020 PRJ	157.48 REF PY0313				WARRANT=031320	RUN=1 BI-WEEKL	
2020/09/091051 03/27/2020 PRJ	157.48 REF PY0327				WARRANT=032720	RUN=1 BI-WEEKL	
2020/10/100308 04/09/2020 PRJ	157.48 REF PY0409				WARRANT=040920	RUN=1 BI-WEEKL	
2020/10/100927 04/24/2020 PRJ	157.48 REF PY0424				WARRANT=042420	RUN=1 BI-WEEKL	
2020/11/110231 05/08/2020 PRJ	157.48 REF PY0508				WARRANT=050820	RUN=1 BI-WEEKL	
TOTAL DEFERRED COMP	3,714	0	3,714	3,464.50	.00	249.50	93.3%
510162 RETIREMENT HEALTH SAVINGS							
54741013 510162 RETIREMENT HEAL	743	0	743	692.92	.00	50.08	93.3%
2020/09/090419 03/13/2020 PRJ	31.50 REF PY0313				WARRANT=031320	RUN=1 BI-WEEKL	
2020/09/091051 03/27/2020 PRJ	31.50 REF PY0327				WARRANT=032720	RUN=1 BI-WEEKL	
2020/10/100308 04/09/2020 PRJ	31.50 REF PY0409				WARRANT=040920	RUN=1 BI-WEEKL	
2020/10/100927 04/24/2020 PRJ	31.50 REF PY0424				WARRANT=042420	RUN=1 BI-WEEKL	
2020/11/110231 05/08/2020 PRJ	31.50 REF PY0508				WARRANT=050820	RUN=1 BI-WEEKL	
TOTAL RETIREMENT HEALTH SAVINGS	743	0	743	692.92	.00	50.08	93.3%
510175 CLOTHING EXPENSE							
54741013 510175 CLOTHING EXPENS	0	0	0	.00	.00	.00	.0%

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JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CLOTHING EXPENSE	0	0	0	.00	.00	.00	.0%
520201 OFFICE SUPPLIES							
54741013 520201 OFFICE SUPPLIES	200	0	200	53.11	.00	146.89	26.6%
2020/10/101260 04/30/2020 GNI	14.73 REF BEC						
TOTAL OFFICE SUPPLIES	200	0	200	53.11	.00	146.89	26.6%
520205 UTILITY SERVICES							
54741013 520205 UTILITY SERVICE	90,000	5,000	95,000	72,006.63	.00	22,993.37	75.8%
2020/09/090090 03/05/2020 API	129.64 VND 001322 VCH						
2020/09/090577 03/12/2020 API	635.58 VND 001322 VCH						
2020/09/090645 03/19/2020 API	4,311.80 VND 014254 VCH						
2020/09/090840 03/25/2020 UBB	18.17 REF 0325C4 04-032520						
2020/09/090840 03/25/2020 UBB	758.10 REF 0325C4 04-032520						
2020/09/090840 03/25/2020 UBB	700.00 REF 0325C4 04-032520						
2020/09/090840 03/25/2020 UBB	165.13 VND 001322 VCH						
2020/09/090986 03/26/2020 API	66.64 VND 001322 VCH						
2020/10/100317 04/09/2020 API	27.20 VND 001322 VCH						
2020/10/100317 04/09/2020 API	523.97 VND 001322 VCH						
2020/10/100503 04/16/2020 API	125.15 VND 001322 VCH						
2020/10/100833 04/23/2020 API	3,185.52 VND 014254 VCH						
2020/10/100850 04/23/2020 API	4.20 REF 0428C1 01-042820						
2020/10/101004 04/28/2020 UBB	18.17 REF 0428C4 04-042820						
2020/10/101014 04/28/2020 UBB	629.58 REF 0428C4 04-042820						
2020/10/101014 04/28/2020 UBB	700.00 REF 0428C4 04-042820						
2020/10/101014 04/28/2020 UBB	140.10 VND 001322 VCH						
2020/11/110187 05/07/2020 API	27.20 VND 001322 VCH						
2020/11/110187 05/07/2020 API	298.18 VND 001322 VCH						
2020/11/110861 05/21/2020 API							
TOTAL UTILITY SERVICES	90,000	5,000	95,000	72,006.63	.00	22,993.37	75.8%
520210 TRAVEL EXPENSES							
54741013 520210 TRAVEL EXPENSES	0	0	0	.00	.00	.00	.0%



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JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	37,408.00	940.00	13,652.00	73.7%
2020/09/090090 03/05/2020 API	1,524.22	VND 001306	KONE INC	FY 2020 MAINTENANCE 2ND HALF 1			198115
2020/09/090130 03/05/2020 API	900.00	VND 016024	XENOTRONICS	2020 MONITORING UNION STATION			198207
2020/09/090130 03/05/2020 API	604.00	VND 017210	TRANE	WR#2020-154 UNION STATION CONT			198195
2020/09/090394 03/12/2020 API	320.00	VND 024284	MILLARD GROUP, THE	UNION STATION CLEANING			198283
2020/09/090394 03/12/2020 API	4.00	VND 000729	LAMBACH INC, WALT	INSPECT EXTINGUISHERS@FREIGHT			198274
2020/09/090394 03/12/2020 API	107.24	VND 000729	LAMBACH INC, WALT	INSPECT EXTINGUISHERS@FREIGHT			198274
2020/09/090528 03/13/2020 API	1,068.25	VND 009455	TWIN BRIDGE CONSTRUCT	FREIGHT HOUSE SNOW REMOVAL AND			198274
2020/09/090538 03/13/2020 API	176.20	VND 008778	MODERN PIPING INC	WR#2020 019 UNION STATION HVAC			199246
2020/10/100487 04/16/2020 API	2,908.00	VND 002492	SWENSEN CONSTRUCT	FREIGHT HOUSE DELI RENOVATION			199246
2020/10/100487 04/16/2020 API	8,510.25	VND 002492	SWENSEN CONSTRUCT	BOAT DOCK MAINTENANCE AND REPA			199251
2020/10/100487 04/16/2020 API	302.00	VND 017210	TRANE	WR#2020-055 TROUBLESHOOT CONTR			5003442
2020/10/100503 04/16/2020 API	40.00	VND 012311	AHRENS, STEVEN	REIMBURSEMENT FOR PO BOX KEYS			
2020/10/100608 04/15/2020 API	269.98	VND 000942	PETERSEN PLUMBING &	WORK TO FREIGHT HOUSE FAUCETS			
2020/10/100614 04/15/2020 API	425.50	VND 009455	TWIN BRIDGE CONSTRUCT	FREIGHT HOUSE SNOW REMOVAL			
2020/10/100997 04/30/2020 API	410.00	VND 019226	NIGHTWATCH SECURITY	SECURITY EQUIPMENT FREIGHTHOUS			199630



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JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MAINTENANCE-BLDGS & GRNDS	42,000	10,000	52,000	37,408.00	940.00	13,652.00	73.7%
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	18,488	38,488	39,487.94	.00	-1,000.44	102.6%*
2020/09/090643 03/19/2020 API	4,037.00	VND 024829 VCH			MIDWEST FLOORING & FREIGHTHOUSE FLOORING		198422
2020/10/100020 04/02/2020 API	5,580.00	VND 001476 VCH			SCOTT CO TREASURER PARCEL# L0021-01		198937
TOTAL PROJECT EXPENSE	20,000	18,488	38,488	39,487.94	.00	-1,000.44	102.6%
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES	0	0	0	.00	.00	.00	.0%
TOTAL OTHER SUPPLIES & SERVICES	0	0	0	.00	.00	.00	.0%

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JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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	378.94	.00	71.06	84.2%
2020/09/091314 03/31/2020 GNI	37.44 REF BG						
2020/10/101230 04/30/2020 GNI	37.17 REF BG						
TOTAL TELEPHONE EXPENSE	450	0	450	378.94	.00	71.06	84.2%
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	11,899.95	.00	2,950.05	80.1%
2020/09/091353 03/31/2020 GEN	881.34 REF						
					MAR BUILDING MAINT		

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JOURNAL DETAIL 2020 9 TO 2020 11

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
54741013 560623 FACILITIES MAIN							
2020/10/101263 04/30/2020 GEN	678.07 REF						
2020/11/110527 05/13/2020 GEN	-637.00 REF BG						
TOTAL FACILITIES MAINTENANCE	14,850	0	14,850	11,899.95	.00	2,950.05	80.1%
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	33,488	310,113	259,850.78	940.00	49,321.72	84.1%
TOTAL LEVEE IMPROVEMENT	276,625	33,488	310,113	259,850.78	940.00	49,321.72	84.1%
TOTAL EXPENSES	276,625	33,488	310,113	259,850.78	940.00	49,321.72	
GRAND TOTAL	276,625	33,488	310,113	259,850.78	940.00	49,321.72	84.1%

** 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	27,208.00
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
7 CHS, Inc / Harvest States Co	2,500.00			2,500.00			5,000.00			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 RENEW
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	2,684.50	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 PROPERTY

This Lease Agreement, executed in duplicate, made and entered into this 28th day of April, 2020, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission (hereinafter called "Landlord"), whose address for the purpose of this lease is 226 West Fourth Street, Davenport, Iowa 52801 and Marine Specialties (hereinafter called "Tenant"), whose address for the purpose of this lease is 935 East River Drive, Davenport, Iowa, 52803.

1. Premises and Term. The Landlord, in consideration of the rents herein reserved and of the agreements and condition herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and the Tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the following described real estate situated in Scott County, Iowa, to-wit:

The former Quad City Marine Company / Wakeen's Family Boating Center leased parcel at 935 East River Drive, Davenport, Iowa, containing a portion (approximately 30,000 sq. ft.) of the 112,674 sq. ft. of land, workshop (west) building, one lifting crane, a perimeter fence, and boat docks attached to the U.S. Government seawall as per Exhibit "A."

With the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on Exhibit "A," if and as may be attached hereto, for a term of thirty-three (36) months, commencing on June 1, 2020, and ending on midnight on the last day of the lease term which shall be the thirty-first (31st) day of May, 2023, upon the condition that the Tenant pays rent therefore, and otherwise performs as required by this lease.

The parties agree that buildings and crane shall be considered personal property and not fixtures or real property. Ownership of these items of personal property is hereby transferred to Tenant "As is, Where is" with no warranties express or implied, including, but not limited to those related to fitness for a particular purpose. Landlord shall have the right of first refusal to purchase for \$1 the current buildings, any other improvements to the real estate including future buildings or fixtures, and/or the crane if Tenant decides to remove the items or at the termination of this Lease. Said election shall be made in writing.

2. Rent. Tenant agrees to pay rent to Landlord for said term, as follows: Twelve Thousand Dollars (\$12,000.00) annually, or (\$1,000.00) per month, in advance, the first rent payment being due and payable on the 1st day of June, 2020, and the same amount, becoming due and payable on the first day of each month thereafter during the term of this lease.

3. Under Occupancy Surcharge. A thirty percent surcharge shall be added to the monthly rent amount if during the preceding 180 days a going business concern offering services related to Mississippi River related activity to the public is not using the space. Lessor also maintains the right to require monthly status meetings with the Lessee during any period of

under occupancy to determine whether Lessee is making satisfactory progress in attaining meeting these standards.

Regardless of any other provision of the documents between the parties, failure to meet the occupancy threshold described above for 12 consecutive months shall be a material default and Landlord shall give notice of default to Lessee and any applicable leasehold mortgagee pursuant to Section 8.

Upon receipt of such notice, Lessee may present a request to the City for renegotiation of the occupancy requirement.

After delivery of the notice of default for under occupancy, The Lessor shall have the right to re-enter the Leased Premises and terminate the lease under the following circumstances:

- 1) If no request for renegotiation is presented in 10 days; or
- 2) If the renegotiation fails after 30 days for any reason and no cure is made.

4. Possession. Tenant shall be entitled to possession on September 1, 2017 and shall yield possession to the Landlord at the time and date of the termination of this Lease Agreement, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

5. Use of Premises. Tenant covenants and agrees during the term of this Lease Agreement to use and occupy the leased premises only for a general marine and marina business, including the servicing, leasing, selling, renting, storage and docking of boats, and the sale of marine products and equipment, fuel and lubricants, as well as the installation and operation of boat haul-out facilities and any other related activity.

6. Quiet Enjoyment. Landlord covenants that its estate in said premises is in fee title and that Tenant, on paying the rent herein reserved and performing all of its agreements as provided by the lease, shall and may peaceably have, hold and enjoy the leased premises for the term of this lease free from molestation, eviction, or disturbance by the Landlord or any other persons or legal entity whatsoever. (see paragraph 13)

Landlord shall have the right to mortgage all of its rights, title, interest in said premises at any time, without any notice, subject to this lease.

7. Care and Maintenance of Premises. (a) Tenant takes said premises in their present condition, except for such repairs and alterations as may be expressly provided herein. (b) Tenant shall, after taking possession of said premises and until the termination of this lease and its actual removal from the premises, at its own expenses, care for and maintain said premises in a reasonably safe and serviceable condition. Tenant will furnish its own interior and exterior decorating. (c) Tenant will not make nor suffer any unlawful use of said premises and agrees to comply with all valid regulations of the Scott County Board of Health, Davenport Municipal Code, the laws of the State of Iowa and the United States of America, including applicable rules and regulations. This provision shall not be construed as imposing any duty on Tenant as to acts

of the general public. Tenant will not allow trash of any kind to accumulate on said premises and will remove the same at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalk on or abutting the premises.

8. Utilities and Services. Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, gas, heat, electricity, garbage disposal and other services and utilities of whatever kind and nature which may be used in or on the leased premises. (a) Janitor or cleaning service shall be furnished by the Tenant or at the Tenant's expense. (b) Heating shall be furnished at the Tenant's expense with maintenance costs furnished by the Landlord.

9. Assignment and Subletting. Any assignment of this lease or subletting of the premises, in whole or in part, by the Tenant, without the Landlord's written permission, shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission may not be unreasonably withheld.

10. Taxes. All prorated real estate taxes (based on rented area in this lease), levied, or assessed by lawful authority against said property or improvements shall be timely paid by the Tenant beginning with the first installment of taxes due September 2018.

11. Insurance. The tenant 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 City of Davenport maintains the right to review insurance coverages on an annual basis.

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

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

(2) General Liability

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

(3) Automobile Liability

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(4) All Risk Property Insurance (name City as loss payable)	\$500,000 (plus Tenant's improvements and betterments)
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(5) Excess Liability Umbrella Form	\$3,000,000
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Contractual liability.

The insurance required above shall:

- (1) be Primary insurance and non-contributory.
- (2) include contractual liability insurance coverage for the Tenant's obligations under the **Indemnification** paragraph below.

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 Tenant 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 Tenant 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 Tenant 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 Tenant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, its officials or any of its agents or employees by any anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Tenant or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Tenant's Customer's property.

Tenant shall require renters of space and services to provide proof of insurance covering damage to property for the maximum value of boats and other items stored. Tenant shall file and maintain copies of such policies and have ready for inspection by Landlord.

12. Fire and Casualty, Partial Destruction of Premises. (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after the occurrence, this lease shall not terminate, but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Tenant shall repair such damages within 60 days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages,

or other causes beyond Tenant's reasonable control. (b) Should the zoning ordinance of the city or municipality in which this property is located make it impossible for Tenant, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided. (c) In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises of the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder. Tenant paying rental pro rata only to the date of such destruction, in the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

13. Condemnation. (a) Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable. (b) If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 13(a).

14. Termination of Lease and Defaults of Tenant. (a) This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled and forfeited, provided however, before any such cancellation and forfeiture except as provided in 14(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 21, below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 20, below, provided. (b) In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said premises, upon giving of ten (10) days written notice by Landlord to Tenant, all to the extent permitted by applicable law. (c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults. (d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this lease.

15. Right of Either Party to Make Good any Default of Other. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or thereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9.0% per annum, from date of advance.

16. Signs. (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld. (b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

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

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

19. Substitution of Equipment, Merchandise, etc. (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said demised premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the demised premises. (b) Nothing herein contained shall be construed as denying to

Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

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

21. Notices and Demands. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on the last page of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

22. Provisions to Bind and Benefit Successors, Assigns, etc. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

23. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

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

25. Nuisance. Said above-described premises shall not be used for any purposes which may be deemed a public or private nuisance. Said premises shall not be used for any purpose (even though the same be not a public or private nuisance) which in the judgment and opinion of the Landlord would be offensive or injurious to the public or to any other Tenants of Landlord on adjoining real estate. Ample precautions and measures satisfactory to the Landlord must be provided by Tenant to prevent any rubbish, waste, or debris of any kind from being scattered, or carried, or from emanating in any way from said leased premises, nor shall smoke be permitted to emit from leased premises in such volume as in the opinion of the Landlord would be detrimental to the public or to any other Tenants or Landlord on adjoining property.

26. Acceptance of Premises. Tenant takes and accepts the leased premises as they are at the date of this Lease; and Landlord shall not in any way be liable on account of the giving way or sinking of any ground adjacent thereto or of any conditions which may be caused by or result from any seeping of water through or under said leased premises or through or under any

ground adjacent thereto, or on account of any conditions which may result from the flooding of the leased premises or adjoining premises; or from any injury to, failure to prevent the disintegration of any part of the wall in front of said leased premises or adjoining premises; or from any injury to, failure or disintegration of any part of the foundation underneath said leased premises or any part thereof or any injury arising from such events. Neither Landlord nor Tenant shall have a duty to repair the Premises after an event such as those described above or any other act of god, elements, public enemy, terrorism, riot or insurrection or similar occurrence unless otherwise provided in Section 12. In the event of any occurrence described above, either party may terminate the lease without penalty.

27. Assumption of Risk of Fire. It is further agreed that Landlord shall not be responsible in any way for any damage by fire caused by an sparks or coals from cranes or locomotives or caused in any other manner regardless of whether or not any person has been negligent, it being one of the considerations of this lease that Tenant assume all risks of damage from any cause whatsoever.

28. Fees and Charges. Tenant shall, during the term of this lease, procure, maintain, keep in force and pay all fees and charges in connection with any and all licenses, permits, franchises, and corporate or business qualifications required by law or by any governmental authority or agency for the lawful operation of Tenant's business conducted on the premises.

29. Laws and Regulations. Tenant shall at all times fully comply with all health, administrative and police laws, ordinances and regulations required for the lawful use of the premises. (a) Tenant may contest the validity or appreciation of any such law, ordinance, or regulation solely at its cost and expense and solely in its name. Non-compliance during such contest shall not be deemed a breach of the covenants herein contained, provided that Tenant shall indemnify Landlord from any liability or attorney fees or costs incurred in connection with such contest and Tenant's non-compliance. Landlord, at Tenant's request, and at Tenant's expense, will execute and deliver appropriate papers which may be necessary or proper to contest the validity or application of any such law, ordinance or regulation.

30. Relationship. The sole relationship created hereby is that of landlord and tenant. Tenant is an independent contractor. No employer-employee, master-servant, or principal-agent relationship is created hereby.

31. Non-Discrimination. Tenant, as part of the consideration hereof, agrees that no person, on the grounds of race, color, sex, creed, age, disability, national origin or sexual orientation will be excluded from the use of the facilities offered by Tenant on the demised premises or excluded from any services offered by the Tenant from the said premises; that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations on the leased premises; and that such discrimination shall not be practiced against any employee of Tenant or any prospective employee.

32. Surrender of Premises. Upon termination of this lease whether by lapse of time or otherwise, Tenant shall peaceably and quietly surrender the premises, in their condition of repair at that time, with the obligation to restore the premises to their condition as at the time of commencement of this lease, normal wear and tear excepted. Tenant may remove equipment and haul-out facilities installed by Tenant within thirty (30) days of the lease termination as long as Tenant returns the real property to substantially the same condition which existed at the time of commencement of the Lease. Landlord shall be fully compensated by Tenant for any damages caused upon the property by Tenant's removal of fixtures and improvements or by Tenant's negligence. All equipment and personal property contained in the buildings or structures shall remain the property of Tenant including all trade fixtures used by Tenant in its business and use of the premises. Continued possession by the Tenant beyond the expiratory date of the term of this lease and exercised option periods, coupled with receipt of the specified rent by the Landlord, absent a written agreement by both parties for an extension of this lease or for a new lease, shall constitute a month-to-month extension of this lease. (See also paragraph 10).

33. Hold Harmless. Tenant agrees to defend at its own expense, in the name and on behalf of the Landlord, and shall indemnify and save harmless the Landlord from any and all claims, suits, losses, damages, costs or expenses, except those caused or contributed by the negligence of the Landlord, on account of injury or damage to any person or property caused or occasioned, or allegedly caused or occasioned, in whole or in part by reason or of arising out of the lease of the leased premises to the Tenant or its use of the leased premises. However, the Landlord shall not be obligated to defend, indemnify and save harmless the Tenant for any costs or damages arising from the sole negligence of the Tenant, except for claims, suits, losses, damages, costs, expenses, and attorney fees caused or contributed by the negligence of the Landlord or its agents, on account of injury or damage to any person or property. The duty of the Tenant to defend, save harmless and indemnify the Landlord shall extend to officers, employees, and agents of the Landlord to the extent the Landlord is obligated to defend, save harmless and indemnify by laws.

34. Entry Upon Land. The Landlord reserves the right to enter at no charge from the Tenant upon the leased premises at any time and to use the leased premises occasionally in such manner and for such purpose as shall not interfere with the Tenant's use thereof. This includes the rights of the Landlord or the Corps of Engineers to rehabilitate and maintain its sanitary and storm sewer system built through the leased premises.

35. Waterfront Use. Subject to such rules as may be imposed by the U.S. Corps of Engineers, the free use of the waterfront facilities available in front of these premises shall be available to the Tenant for the uses designated in the lease.

36. Miscellaneous. At the Tenant's expense, Tenant will purchase trailer and other needed equipment to store and move boats, complete crane inspection, fix lighting in the west building, repair the leak in the center of the roof on the west building, and complete painting of the east building (though not occupying, but for property curb appeal. The Landlord is responsible for fixing the two heating units in the west building, removing four abandoned boats

from the property, and providing for the timely removal of the other existing sub-tenant's belongings from the area herein under lease.

In Witness Whereof, the parties hereto have duly executed this lease in duplicate the day and year first above written.

**Marine Specialties
c/o Chad and Kathy Ruggeberg
1735 West 49th Street
Davenport, IA 52806**

By: _____
Chad and Kathy Ruggeberg, Owners

Date: _____

Riverfront Improvement Commission

By: _____

Date: _____

Exhibit A

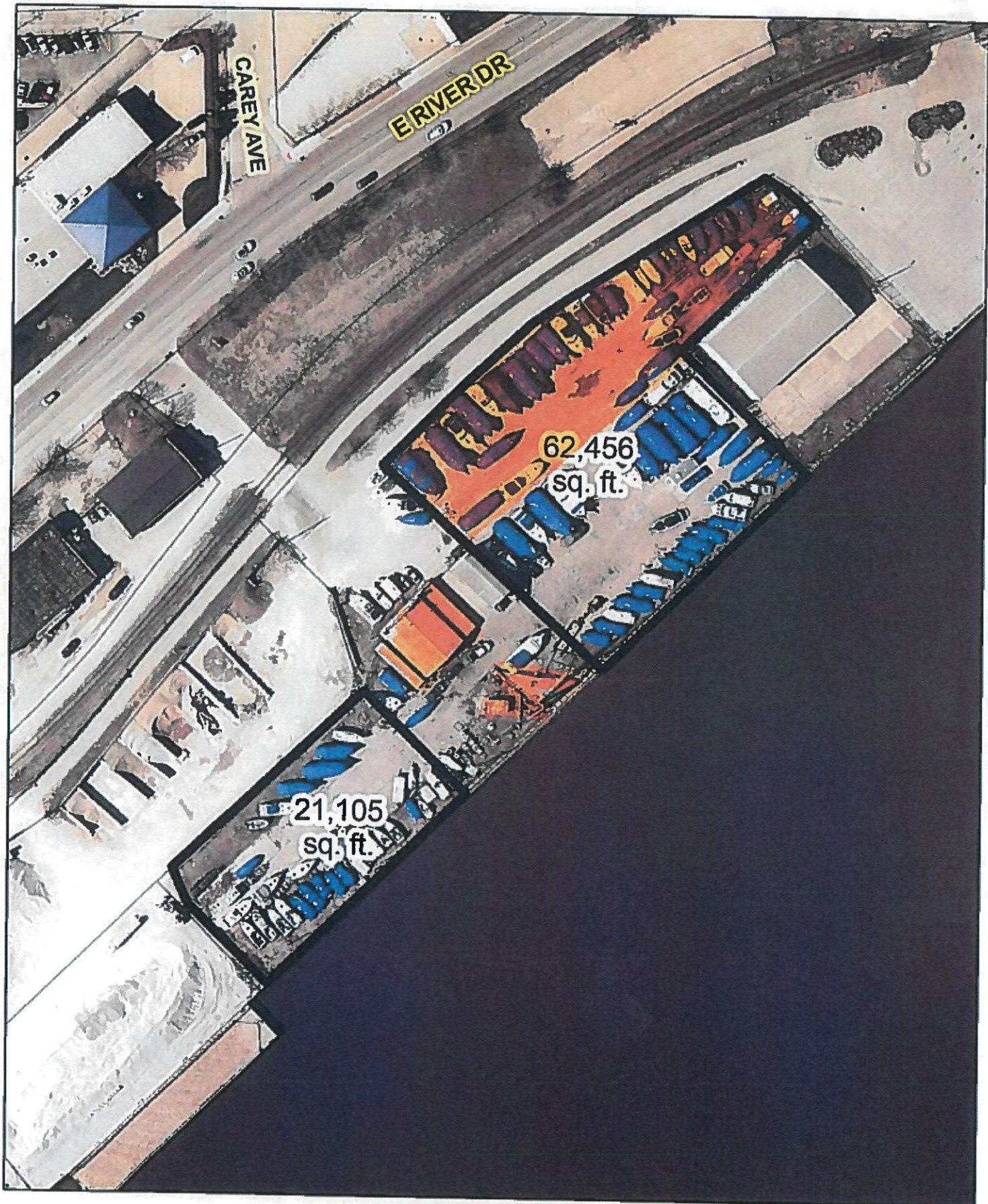


EXHIBIT A



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
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(3) Excess Liability Umbrella

\$1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.**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. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

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

20. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or 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.

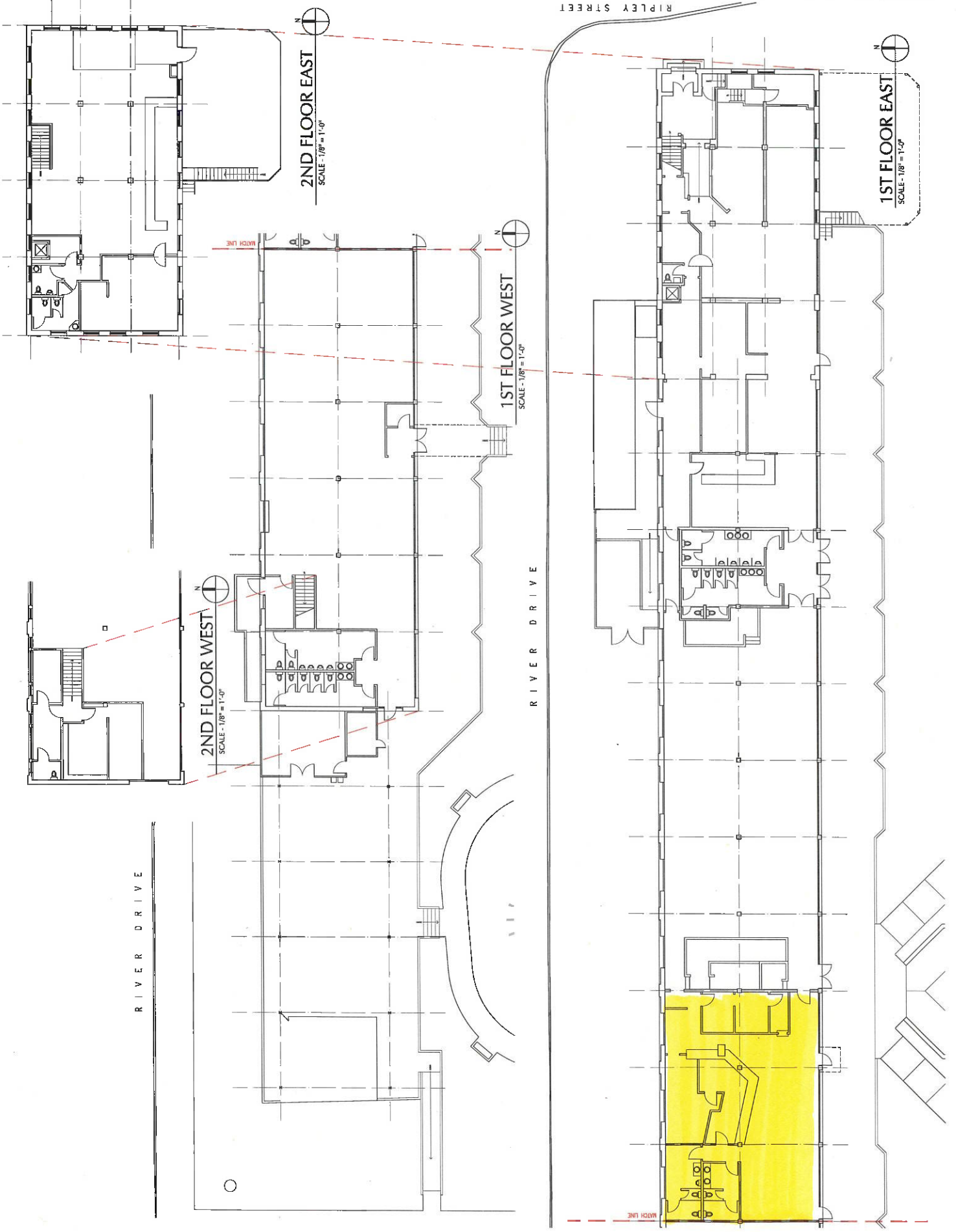
IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

**FREIGHT HOUSE
FARMER'S MARKET, INC.**

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____



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.

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3.5.c Members are encouraged to be physically present at the meeting in order to exercise their vote. However, members may also exercise their vote via telephone / videoconferencing.