

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, MAY 23, 2023; 5:30 PM

CITY HALL | 226 WEST 4TH STREET | COUNCIL CHAMBERS

I. Call to Order

II. Approval of Minutes

A. Minutes | March 28, 2023

III. Old Business

IV. New Business

A. Motion to Approve Common Chord | One Sound Piano Placement in the amount of \$2,000.00

B. Motion to Approve Lease Agreement | Marine Specialties

V. Future Business

A. Joint Work Session | City Council & Riverfront Improvement Commission | June 20, 2023 at 4 PM

B. Credit Island | Nature Play Area

C. Tenant Billing | Payment Procedures

VI. Management Update

A. Riverfront Engagement Coordinator

B. Flood Updates

C. Expense Report

VII. Park Liaison Report

VIII. Public with Business

IX. Next Meeting Date: Tuesday, June 27, 2023 at 5:30 PM



Riverfront Improvement Commission

Minutes

March 28, 2023

Present: Dee Bruemmer, Bill Churchill, Randall Goblirsch, Kelli Grubbs, Victoria Keninger, Gwendolyn Lee, Angela Stone, and Julie Tonn.

Others Present: Christopher Meyer, Parks Liaison; Ald. Kyle Gripp, Council Liaison; Bruce Berger, Director of Community & Economic Development; Mallory Merritt, Assistant City Administrator; and Courtney Jones, Administrative Services Manager.

Chairwoman Grubbs called the meeting to order at 5:30 p.m. and welcomed all in attendance.

Approval of Minutes

Grubbs asked for approval of the minutes from the February 28, 2023 meeting. Churchill moved for two corrections to be made. With the two corrections noted, Lee moved to approve the minutes; Stone seconded the motion and carried unanimously.

Old Business

Assistant City Administrator, Mallory Merritt presented the proposed FY 2023 Amendment for the Riverfront Improvement Commission. Grubbs asked for a motion to amend the FY 2023 Budget. Churchill moved to approve the motion. Tonn seconded the motion and carried unanimously.

Merritt presented the proposed FY 2024 Budget for the Riverfront Improvement Commission. Grubbs asked for a motion to adopt the FY 2024 Budget. Bruemmer moved to adopt the FY 2024 Budget. Churchill seconded the motion and carried unanimously.

New Business

Staff Liaison, Courtney Jones proposed to schedule a Work Session focusing on tenant billing and payment procedures. Grubbs indicated that any commissioners interested in participating need to coordinate with Jones.

Jones provided an update for the expired Hello Lamp Post contract; a way-finding, communication tool. Chairwoman Grubbs suggested connecting with Downtown Davenport Partnership and Visit Quad Cities to start initial conversations about a partnership opportunity in the future.

Jones provided an update on the structure of the Summer Concert Series, sharing that Music on the River, which will occur on Sundays at LeClaire Park and will be the only summer concert series this year hosted by the Riverfront Improvement Commission.

Future Business Items for Discussion

Update on the First Bridge Project.

Joint Work Session with the City Council on June 20, 2023, at 4:00 pm. The agenda will be provided closer to the meeting date.

Discussion regarding tenant billing and payment procedures.

Management Update

Jones and Community and Economic Development Director, Bruce Berger provided a Dredging Update including the approval of the dump site and trucking costs.

Jones provided an update regarding the one-year Boat Dock Contract that was awarded last year. Due to the expiration of the contract, Jones is proposing to go out to bid, this year, for the installation and removal of two boat docks.

Jones also included an update on the progress of hiring the Riverfront Community Engagement Coordinator. Civil Service List will be taken to the Civil Service Commission on April 12, 2023, for approval.

Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer informed the Commission that final recommendations for the Dog Off-Leash Area was sent to City Council for approval. Meyer also provided updates regarding the Park Development Program.

No public comments were made, and with no further business, the meeting adjourned at 6:09 p.m.

Kelli Grubbs, Chair

LEASE - BUSINESS PROPERTY

This Lease Agreement, executed in duplicate, made and entered into this 23rd day of May, 2023, 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 twelve (12) months, commencing on June 1, 2023, and ending on midnight on the last day of the lease term which shall be the thirty-first (31st) day of May, 2024, upon the condition that the Tenant pays rent therefore, and otherwise performs as required by this lease. Tenant shall have the option to renew for one additional twelve-month term, at a rate to be negotiated and providing this request is submitted prior to 60 days of the expiration of the term of this agreement. Upon the exercise of any annual renewal, or upon any adjustment to occupied space(s), the City of Davenport Finance Director shall have the authority to negotiate rent payments or rent reductions which shall reasonably approximate fair market value for the areas or building(s) to be leased.

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 (\$12,600.00) annually, or (\$1,050.00) per month, the first rent payment being due and payable on the 1st day of June, 2023, 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 mortgage 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 If the renegotiation fails after 30 days for any reason and no cure is made.

4. POSSESSION

Tenant shall be entitled to continued possession on June 1, 2023 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 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.

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	\$2,000,000
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	\$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 the 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 affected 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 hereafter 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, subcontractor, 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 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 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 faciliti(es) 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).

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: _____
Kelly Grubbs, Chair

Date: _____

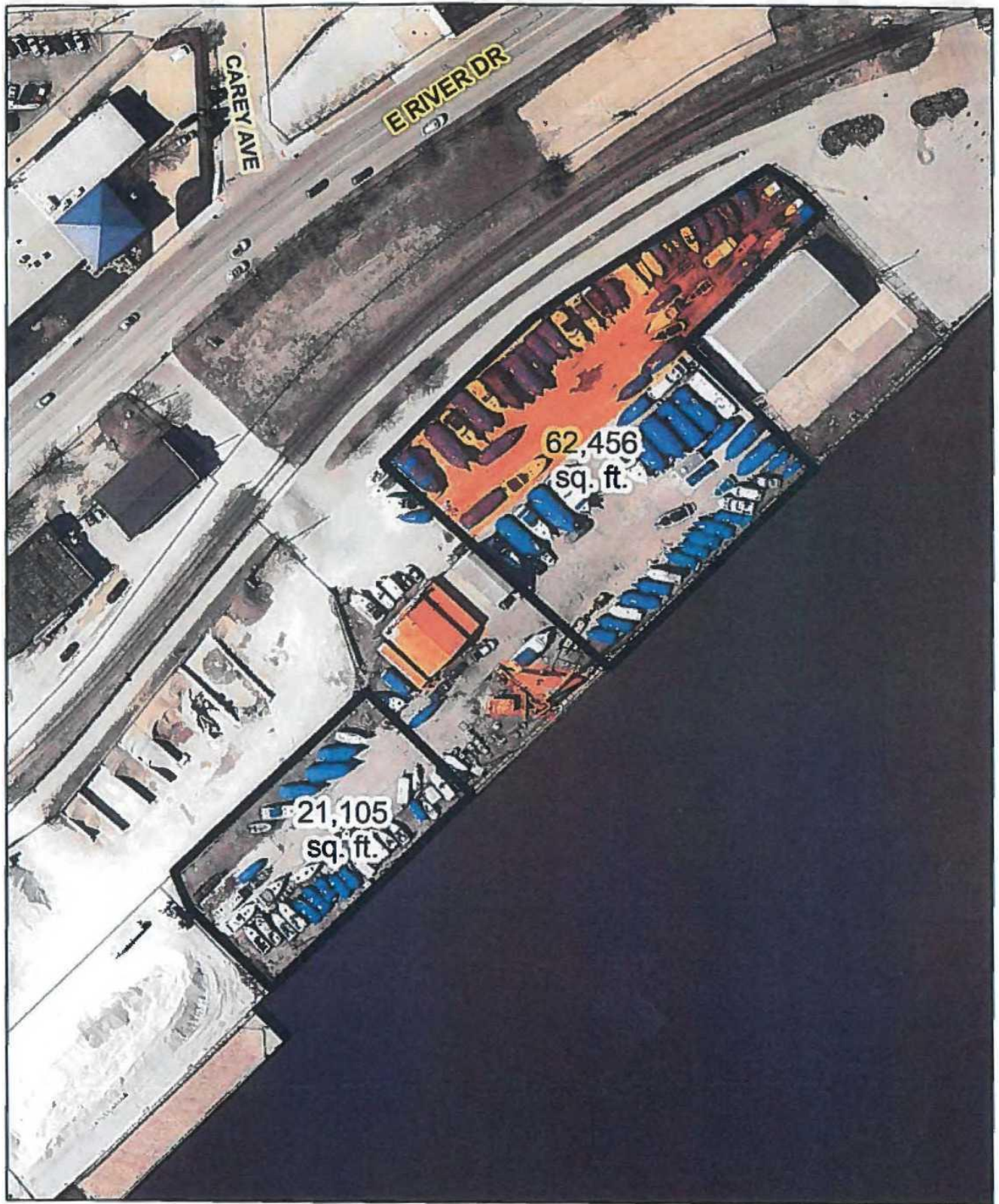


Exhibit A

LEVEE IMPROVEMENT FUND EXPENSE REPORT 04/22/2023 - 05/22/2023				
	EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
UTILITY SERVICE	04/27/2023	4,715.18	MID AMERICAN ENERGY CO	APRIL COLLECTIVE BILLING
	05/18/2023	620.29	IOWA AMERICAN WATER CO	MAY COLLECTIVE BILLING
	05/25/2023	3,768.61	MID AMERICAN ENERGY CO	MAY COLLECTIVE BILLING
	Remaning Balance:	15,818.89		
MAINTENANCE-BLDGS & GRNDS	04/27/2023	80.00	PREMIER PEST MANAGEMENT	PEST CONTROL SERVICES @ FH (INV #23933)
	05/04/2023	1,075.00	SWENSEN CONSTRUCTION INC.	REMOVAL MARQUETTE BOAT DOCK
	05/04/2023	2,937.43	TRI CITY ELECTRIC INC.	FH INVESTIGATE ELECTRICAL WR 2022-273 (INV # 284987)
	Remaning Balance:	20,938.66		