

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, APRIL 26, 2022; 5:30 PM

CITY HALL | 226 WEST 4TH STREET | COUNCIL CHAMBERS

I. Call to Order

II. Approval of Minutes

- A. Approve the Meeting Minutes for March 22, 2022 - ACTION (2)

III. Finance

- A. Approve the Disbursements - ACTION (2)

IV. Leases

- A. Visit Quad Cities at Union Station - DISCUSSION / ACTION (15)
- B. Heartland Healing at Union Station - DISCUSSION (5)

V. Projects

- A. Q2030 Initiative Update - DISCUSSION (15)

VI. Staff Report

- A. Executive Officer Report (5)
- B. Parks Report (5)

VII. Other Business

- A. Public With Business (5 Minutes)

VIII. Adjournment

IX. Next Meeting Date:

- A. Tuesday, May 24, 2022 at 5:30 p.m. in Council Chambers, City Hall

Riverfront Improvement Commission
Minutes
March 22, 2022

Present (Physical): Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Tom Guy, Gwendolyn Lee; Breanna Pairrett, Roma Taylor and Julie Tonn

Present (Virtual): Ald. Judith Lee, City Council

Others Present: Ald. Kyle Gripp, Council Liaison; Ald. Tim Kelly, City Council; Chris Meyer, Parks Liaison; Bill Handel, Citizen; and Steve Ahrens, Riverfront Improvement Commission

Secretary Lee called the meeting to order at 5:32 p.m. and welcomed all in attendance, with a special welcome to our newest member, Commissioner Roma Taylor, who was appointed by Ald. Tim Kelly. Ahrens announced that a quorum for the meeting had been met, and instructions were provided regarding tonight's meeting protocol.

Approval of Minutes

Lee asked for the approval of the minutes. Ashton moved to approve the minutes of the February 22, 2022 meeting. Pairrett seconded the motion and carried unanimously.

Finance

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

Leases

Staff presented the draft lease renewal agreement with the Lake Davenport Sailing Club. Ashton moved to approve the agreement. Tonn seconded the motion and it carried.

Projects

Ahrens presented the Commission with the 2022 Calendar of Events for the Riverfront, highlighting several new initiatives and partnerships to help provide the public with free (or low cost) and creative animation of Davenport's riverfront. While some events had to be scaled back due to budget constraints this year, we will continue to communicate our vision and goals to prospective partners so we may expand our reach each year.

Following the recommendation of the ad hoc task force reviewing the operating budget, Ahrens provided a revised FY2023 RIC Operating Budget recommendation, which he presented. After discussion from the Commission, Bruemmer moved to approve the FY2023 Operating Budget as recommended. Ashton second the motion and it carried.

Ahrens presented the Commission with an updated outline and plan of action for implementation of the new interactive marketing initiative, Hello Lamp Post.

Staff Report

A number of announcements were provided to the Commission, including:

- The second annual Riverfront Refresh Beautification Day will take place on Saturday, April 23 from 8-Noon, and will headquarter from the Freight House.
- Quinlan Court pouring rights – Front Street Brewery
- MSL Design Firm Selection Interviews – Grubbs / Ahrens
- MEC Easement Agreement update
- LPYC dredging update
- RIC/Parks Task Force
- April Meeting – Nahant Marsh

Chris Meyer, Parks Liaison to the Commission, provided a report, which included an update on the Park Development Fund prioritization, including nearly one-third of available funding going to riverfront parks-related needs.

Other Business

Bill Handel, citizen, delivered public comments regarding his vision for the riverfront. With no additional public with business to present to the Commission, and with no further business, the meeting was adjourned at 6:25 p.m.

Gwendolyn Lee, Secretary

Revenue/Billing Table
FY - 2022 Levee Fund #740

Lessee	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Summary	Expires
1 Front Street Brewery - FH	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	37,440.00	Oct-23
2 Chili Eats	2,000.00	2,000.00	2,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	19,500.00	May-24
3 MidAmerican Co.	6,000.00											0.00	6,000.00	Jun-22
4 Lake Davenport Sailing Club										3,900.00			3,900.00	Mar-25
5 LPBC Lindsay Park Boat Club							6,000.00						6,000.00	Dec-26
6 CHS, Inc / Harvest States C	2,500.00			2,500.00			2,500.00			2,500.00			10,000.00	Sep-24
7 One River Place	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00	Monthly
8 Bare Bones BBQ	1,336.68	1,416.79	1,139.32	710.75	359.95	339.89	252.84	0.00	0.00	0.00	0.00	0.00	5,556.22	Mar-34
9 QCCVB - Union Station	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Jun-22
10 MVBS - Union Station	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00	Sep-23
11 Rawson - Union Station	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	3,840.00	Jun-23
12 Marine Specialties	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	May-23
13 Front Street parking	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	3,180.00	Monthly
14 Freight House Farmers Mar	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Feb-24
15 Union Station Upper Level	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	10,000.00	Sep-24
16 Heartland Healing	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	May-22
17 Nestle - SemiParkingLot	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00	Dec-23
18 The Diner	3,000.00	3,000.00	3,000.00	3,000.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	3,375.00	39,000.00	Oct-24
19 Antonella's II	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00	Feb-24
20 Taste of Ethiopia	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	14,000.04	Oct-23
Subtotal	27,313.69	18,893.80	19,616.33	21,187.76	18,711.96	18,691.90	27,104.85	18,352.01	18,352.01	24,752.01	18,352.01	18,352.01	249,680.34	
Miscellaneous														
LPBC Addendum	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
Abhe & Svoboda	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
Total	27,313.69	18,893.80	19,616.33	21,187.76	18,711.96	18,691.90	28,104.85	18,352.01	18,352.01	24,752.01	18,352.01	18,352.01	250,680.34	

City of Davenport



YTD REPORT

FOR 2022 10

JOURNAL DETAIL 2022 8 TO 2022 8

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4740 LEVEE IMPROVEMENT						
00000 UNDEFINED						
450110 INTEREST POOLED INVESTMENTS 0.00	0.00	0.00	-581.66	0.00	581.66	100.0%
450404 LEVEE COMMISSION RENT -275,000.00	0.00	-275,000.00	-326,258.50	0.00	51,258.50	118.6%
480170 OTHER CONTRIBUTIONS 0.00	0.00	0.00	-1,111.11	0.00	1,111.11	100.0%
480690 MISCELLANEOUS -75,000.00	0.00	-75,000.00	-6,346.31	0.00	-68,653.69	8.5%
489491 TRANSFER LOCAL OPTION SALES -75,000.00	0.00	-75,000.00	0.00	0.00	-75,000.00	.0%
490865 FUND BALANCE APPROPRIATION 0.00	60,074.62	60,074.62	0.00	0.00	60,074.62	.0%
TOTAL UNDEFINED -425,000.00	60,074.62	-364,925.38	-334,297.58	0.00	-30,627.80	91.6%
10130 PROJECT MANAGEMENT						
510101 FULL TIME SALARIES 88,092.00	0.00	88,092.00	67,750.30	0.00	20,341.70	76.9%
510105 OVERTIME PAY 0.00	0.00	0.00	253.12	0.00	-253.12	100.0%
510120 RETIREMENT-FICA 6,739.00	0.00	6,739.00	5,399.21	0.00	1,339.79	80.1%
510130 RETIREMENT-IPERS 8,316.00	0.00	8,316.00	6,238.72	0.00	2,077.28	75.0%
510140 EMPLOYEE INSURANCE 12,381.00	0.00	12,381.00	9,539.73	0.00	2,841.27	77.1%
510161 DEFERRED COMP 4,405.00	0.00	4,405.00	3,317.04	0.00	1,087.96	75.3%
510162 RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	668.50	0.00	212.50	75.9%
520201 OFFICE SUPPLIES 200.00	0.00	200.00	0.00	0.00	200.00	.0%
520205 UTILITY SERVICES 100,000.00	0.00	100,000.00	88,631.12	0.00	11,368.88	88.6%

City of Davenport



YTD REPORT

FOR 2022 10			JOURNAL DETAIL 2022 8 TO 2022 8			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520215 TECHNICAL SERVICES						
100.00	0.00	100.00	0.00	0.00	100.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS						
40,000.00	0.00	40,000.00	47,260.82	1,786.07	-9,046.89	122.6%
520297 PROJECT EXPENSE						
50,000.00	-2,187.62	47,812.38	74,521.33	8,650.00	-35,358.95	174.0%
520298 OTHER SUPPLIES & SERVICES						
0.00	0.00	0.00	30.38	0.00	-30.38	100.0%
560606 TELEPHONE EXPENSE						
500.00	0.00	500.00	417.43	0.00	82.57	83.5%
560620 LIABILITY INSURANCE						
1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%
560624 PROPERTY INSURANCE						
540.00	0.00	540.00	540.00	0.00	0.00	100.0%
560633 WORKERS COMPENSATION INSURAN						
752.00	0.00	752.00	752.00	0.00	0.00	100.0%
TOTAL PROJECT MANAGEMENT						
314,613.00	-2,187.62	312,425.38	307,026.70	10,436.07	-5,037.39	101.6%
88000 TRANSFERS OUT						
550501 TRANSFERS OUT						
52,500.00	0.00	52,500.00	0.00	0.00	52,500.00	.0%
TOTAL TRANSFERS OUT						
52,500.00	0.00	52,500.00	0.00	0.00	52,500.00	.0%
TOTAL LEVEE IMPROVEMENT						
-57,887.00	57,887.00	0.00	-27,270.88	10,436.07	16,834.81	100.0%
TOTAL REVENUES						
-425,000.00	60,074.62	-364,925.38	-334,297.58	0.00	-30,627.80	
TOTAL EXPENSES						
367,113.00	-2,187.62	364,925.38	307,026.70	10,436.07	47,462.61	
GRAND TOTAL						
-57,887.00	57,887.00	0.00	-27,270.88	10,436.07	16,834.81	100.0%

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

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 10				JOURNAL DETAIL 2022 10 TO 2022 10			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
4740 LEVEE IMPROVEMENT							
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
54741013 510101	FULL TIME SALARIES						
88,092.00	0.00	88,092.00	67,750.30	0.00	20,341.70	76.9%	
2022/10/100308 04/08/2022 PRJ 3,409.20 REF PY0408 WARRANT=040822 RUN=1 BI-WEEKL							
TOTAL FULL TIME SALARIES							
88,092.00	0.00	88,092.00	67,750.30	0.00	20,341.70	76.9%	
510102 PART TIME SALARIES							
54741013 510102	PART TIME SALARIES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
54741013 510102 USDA	PART TIME SALARIES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
TOTAL PART TIME SALARIES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
510103 TEMPORARY SALARIES							
54741013 510103	TEMPORARY SALARIES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
TOTAL TEMPORARY SALARIES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
510105 OVERTIME PAY							

MONTHLY DETAIL REPORT

FOR 2022 10		JOURNAL DETAIL 2022 10 TO 2022 10						
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
54741013 510105	OVERTIME PAY							
0.00	0.00	0.00	253.12	0.00	-253.12	100.0%		
TOTAL OVERTIME PAY								
0.00	0.00	0.00	253.12	0.00	-253.12	100.0%		
510120 RETIREMENT-FICA								
54741013 510120	RETIREMENT-FICA							
6,739.00	0.00	6,739.00	5,399.21	0.00	1,339.79	80.1%		
2022/10/100308 04/08/2022 PRJ 269.76 REF PY0408 WARRANT=040822 RUN=1 BI-WEEKL								
54741013 510120 USDA	RETIREMENT-FICA							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL RETIREMENT-FICA								
6,739.00	0.00	6,739.00	5,399.21	0.00	1,339.79	80.1%		
510130 RETIREMENT-IPERS								
54741013 510130	RETIREMENT-IPERS							
8,316.00	0.00	8,316.00	6,238.72	0.00	2,077.28	75.0%		
2022/10/100308 04/08/2022 PRJ 321.83 REF PY0408 WARRANT=040822 RUN=1 BI-WEEKL								
54741013 510130 USDA	RETIREMENT-IPERS							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL RETIREMENT-IPERS								
8,316.00	0.00	8,316.00	6,238.72	0.00	2,077.28	75.0%		
510140 EMPLOYEE INSURANCE								
54741013 510140	EMPLOYEE INSURANCE							
12,381.00	0.00	12,381.00	9,539.73	0.00	2,841.27	77.1%		

MONTHLY DETAIL REPORT

FOR 2022 10			JOURNAL DETAIL 2022 10 TO 2022 10			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL EMPLOYEE INSURANCE 12,381.00	0.00	12,381.00	9,539.73	0.00	2,841.27	77.1%
510150 POLICE RETIREMENT						
54741013 510150 POLICE RETIREMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL POLICE RETIREMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
510161 DEFERRED COMP						
54741013 510161 DEFERRED COMP 4,405.00	0.00	4,405.00	3,317.04	0.00	1,087.96	75.3%
2022/10/100308 04/08/2022 PRJ 170.46 REF PY0408 WARRANT=040822 RUN=1 BI-WEEKL						
TOTAL DEFERRED COMP 4,405.00	0.00	4,405.00	3,317.04	0.00	1,087.96	75.3%
510162 RETIREMENT HEALTH SAVINGS						
54741013 510162 RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	668.50	0.00	212.50	75.9%
2022/10/100308 04/08/2022 PRJ 34.09 REF PY0408 WARRANT=040822 RUN=1 BI-WEEKL						
TOTAL RETIREMENT HEALTH SAVINGS 881.00	0.00	881.00	668.50	0.00	212.50	75.9%
510175 CLOTHING EXPENSE						
54741013 510175 CLOTHING EXPENSE						

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 10			JOURNAL DETAIL 2022 10 TO 2022 10				
ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
TOTAL CLOTHING EXPENSE							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
520201 OFFICE SUPPLIES							
54741013 520201	OFFICE SUPPLIES						
200.00	0.00	200.00	0.00	0.00	200.00	.0%	
TOTAL OFFICE SUPPLIES							
200.00	0.00	200.00	0.00	0.00	200.00	.0%	
520205 UTILITY SERVICES							
54741013 520205	UTILITY SERVICES						
100,000.00	0.00	100,000.00	88,631.12	0.00	11,368.88	88.6%	
2022/10/100438	04/14/2022 API	5,841.97 VND 014254 VCH	MIDAMERICAN ENE Utility Payment 10/2022			216115	
2022/10/100439	04/14/2022 API	577.28 VND 001322 VCH	IOWA AMERICAN W APRIL COLLECTIVE BILLING			216088	
2022/10/100558	04/13/2022 CRP	4.45 REF 01-041522	2022 UB				
TOTAL UTILITY SERVICES							
100,000.00	0.00	100,000.00	88,631.12	0.00	11,368.88	88.6%	
520210 TRAVEL EXPENSES							
54741013 520210	TRAVEL EXPENSES						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
TOTAL TRAVEL EXPENSES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 10				JOURNAL DETAIL 2022 10 TO 2022 10			
ORIGINAL APPROP		TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520215 TECHNICAL SERVICES							
54741013 520215	TECHNICAL SERVICES						
100.00	0.00	100.00	0.00	0.00	0.00	100.00	.0%
TOTAL TECHNICAL SERVICES							
100.00	0.00	100.00	0.00	0.00	0.00	100.00	.0%
520217 PROFESSIONAL SERVICES							
54741013 520217	PROFESSIONAL SERVICES						
0.00	0.00	0.00	0.00	0.00	0.00	0.00	.0%
54741013 520217 USDA	PROFESSIONAL SERVICES						
0.00	0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL PROFESSIONAL SERVICES							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	.0%
520225 MAINTENANCE-BLDGS & GRNDS							
54741013 520225	MAINTENANCE-BLDGS & GRNDS						
40,000.00	0.00	40,000.00	47,260.82	1,786.07	-9,046.89	122.6%	
2022/10/100190	04/05/2022 API	204.95 VND 010801 VCH	CRAWFORD COMPAN	WR# 2022-013 REPAIR TAP ROOM A			
2022/10/100190	04/05/2022 API	712.05 VND 010801 VCH	CRAWFORD COMPAN	WR#2021-284 UNIT 1 HEATER NOT			
2022/10/100190	04/05/2022 API	142.50 VND 010801 VCH	CRAWFORD COMPAN	WR#2021-292 FURNACE WILL NOT L			
2022/10/100192	04/05/2022 API	80.00 VND 000003 VCH	P CARD VENDOR	FRIEIGHT HOUSE PEST CONTROL			
2022/10/100192	04/05/2022 API	675.00 VND 000003 VCH	P CARD VENDOR	FRIEIGHT HOUSE SNOW AND ICE SER			
2022/10/100192	04/05/2022 API	864.00 VND 009985 VCH	CERTASITE LLC	FRIEIGHT HOUSE SPRINKLER AND BA			
2022/10/100249	04/07/2022 API	30.68 VND 000991 VCH	QUAD CITY TIMES	MID AMERICAN EASEMENT NOTICE			215985
2022/10/100249	04/07/2022 POL	-19.00 VND 000991 PO	2208737	QUAD CITY TIMES	MID AMERICAN EASEMENT NOTI2022		
2022/10/100250	04/07/2022 API	1,120.00 VND 001195 VCH	TRI CITY ELECTR	WR#2022-026 FREIGHT HOUSE NEW			5010960
2022/10/100250	04/07/2022 POL	-1,120.00 VND 001195 PO	2207756	TRI CITY ELECTR	WR#2022-026 FREIGHT HOUSE 2022		
2022/10/100250	04/07/2022 API	386.10 VND 001195 VCH	TRI CITY ELECTR	INVOICE # 267426 FREIGHT HOUSE			5010960
2022/10/100250	04/07/2022 POL	-386.10 VND 001195 PO	2209426	TRI CITY ELECTR	INVOICE # 267426 FREIGHT H2022		
2022/10/100250	04/07/2022 API	455.03 VND 001195 VCH	TRI CITY ELECTR	INVOICE # 265106 FREIGHT HOUSE			5010960
2022/10/100250	04/07/2022 POL	-455.03 VND 001195 PO	2209425	TRI CITY ELECTR	INVOICE # 265106 FREIGHT H2022		

MONTHLY DETAIL REPORT

FOR 2022 10

JOURNAL DETAIL 2022 10 TO 2022 10

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54741013 520225 MAINTENANCE-BLDGS & GRNDS						
2022/10/100250	04/07/2022 API	14,094.76 VND 002492 VCH		SWENSEN CONSTR	BOAT DOCK OPERATIONS FOR 2021	215999
2022/10/100250	04/07/2022 POL	-14,094.76 VND 002492 PO	2209413	SWENSEN CONSTR	BOAT DOCK OPERATIONS FOR 22022	
2022/10/100300	04/06/2022 POE	318.51 VND 004423 PO	2209718	WHITE ROOFING	INVOICE# 39808-FREIGHT HOUSE R	
2022/10/100355	04/07/2022 POE	216.12 VND 001195 PO	2209836	TRI CITY ELECTR	INVOICE # 26728 UNION STATION-	
2022/10/100466	04/11/2022 API	80.00 VND 000003 VCH		P CARD VENDOR	PEST CONTROL-FREIGHT HOUSE	
2022/10/100574	04/13/2022 POE	151.44 VND 004423 PO	2210067	WHITE ROOFING	INVOICE# 39834 FREIGHT HOUSE R	
TOTAL MAINTENANCE-BLDGS & GRNDS						
40,000.00	0.00	40,000.00	47,260.82	1,786.07	-9,046.89	122.6%
520245 PAYMENT TO OTHER AGENCY						
54741013 520245 PAYMENT TO OTHER AGENCY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL PAYMENT TO OTHER AGENCY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
520262 INTERDEPARTMENT SERVICE CHG						
54741013 520262 INTERDEPARTMENT SERVICE CHG						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL INTERDEPARTMENT SERVICE CHG						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
520297 PROJECT EXPENSE						
54741013 520297 PROJECT EXPENSE						
50,000.00	-2,187.62	47,812.38	74,521.33	8,650.00	-35,358.95	174.0%
2022/10/100192	04/05/2022 API	2,500.00 VND 000003 VCH		P CARD VENDOR	COMPUTER SOFTWARE LICENSE	

MONTHLY DETAIL REPORT

FOR 2022 10			JOURNAL DETAIL 2022 10 TO 2022 10			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PROJECT EXPENSE 50,000.00	-2,187.62	47,812.38	74,521.33	8,650.00	-35,358.95	174.0%
520298 OTHER SUPPLIES & SERVICES						
54741013 520298 OTHER SUPPLIES & SERVICES 0.00	0.00	0.00	30.38	0.00	-30.38	100.0%
TOTAL OTHER SUPPLIES & SERVICES 0.00	0.00	0.00	30.38	0.00	-30.38	100.0%
530303 OPERATING EQUIPMENT						
54741013 530303 USDA OPERATING EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL OPERATING EQUIPMENT 0.00	0.00	0.00	0.00	0.00	0.00	.0%
560606 TELEPHONE EXPENSE						
54741013 560606 TELEPHONE EXPENSE 500.00	0.00	500.00	417.43	0.00	82.57	83.5%
TOTAL TELEPHONE EXPENSE 500.00	0.00	500.00	417.43	0.00	82.57	83.5%
560620 LIABILITY INSURANCE						
54741013 560620 LIABILITY INSURANCE 1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%

MONTHLY DETAIL REPORT

FOR 2022 10

JOURNAL DETAIL 2022 10 TO 2022 10

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL LIABILITY INSURANCE 1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%
560622 DATA PROCESSING						
54741013 560622 DATA PROCESSING 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL DATA PROCESSING 0.00	0.00	0.00	0.00	0.00	0.00	.0%
560623 FACILITIES MAINTENANCE						
54741013 560623 FACILITIES MAINTENANCE 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL FACILITIES MAINTENANCE 0.00	0.00	0.00	0.00	0.00	0.00	.0%
560624 PROPERTY INSURANCE						
54741013 560624 PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%
TOTAL PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%
560633 WORKERS COMPENSATION INSURANCE						
54741013 560633 WORKERS COMPENSATION INS 752.00	0.00	752.00	752.00	0.00	0.00	100.0%

MONTHLY DETAIL REPORT

FOR 2022 10				JOURNAL DETAIL 2022 10 TO 2022 10			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL WORKERS COMPENSATION INSURANCE							
752.00	0.00	752.00	752.00	0.00	0.00	100.0%	
TOTAL PROJECT MANAGEMENT							
314,613.00	-2,187.62	312,425.38	307,026.70	10,436.07	-5,037.39	101.6%	
TOTAL LEVEE IMPROVEMENT							
314,613.00	-2,187.62	312,425.38	307,026.70	10,436.07	-5,037.39	101.6%	
TOTAL EXPENSES							
314,613.00	-2,187.62	312,425.38	307,026.70	10,436.07	-5,037.39		
GRAND TOTAL							
314,613.00	-2,187.62	312,425.38	307,026.70	10,436.07	-5,037.39	101.6%	

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

AGREEMENT

This Agreement made as of this 24th day of May, 2022 by and between Visit Quad Cities ("VQC") and the City of Davenport, Iowa ("City"), through its Riverfront Improvement Commission

WHEREAS, the City has undertaken the renovation (1994) and conversion (2008) of the Union Station Building located at 102 South Harrison Street ("Property") to be used as a visitors center and related uses, and:

WHEREAS, the VQC has significant expertise in the operation and management of visitor centers, and;

WHEREAS, the City and VQC wish to cooperate in the provision of services to visitors coming to the Quad Cities and to Davenport by staffing and operating part of the Property as a visitor center;

NOW THEREFORE, the parties jointly agree as follows:

1. The City is owner and shall remain owner of the Property during the term of this Agreement. City shall be responsible for costs associated with the operation of the Property to include the provision of heat, air-conditioning, water/sewer, gas and electric utilities. City shall also be responsible for maintenance of the building and grounds, janitorial services and dumpster rental.
2. The VQC will staff Union Station at minimum from 9 a.m. to 4 p.m. Monday through Saturday during the months of May, June, July, August and September and 10 a.m. to 4 p.m. Monday through Friday during the months of October, November, December, January, February, March and April. When Union Station is open beyond these hours for special events or programming, the VQC may reduce operating hours to compensate. The VQC President and CEO, in consultation with the Riverfront Improvement Commission, may reduce operational hours as visitation demands decrease. VQC reserves the rights for final operational scheduling and staffing.
3. The VQC hereby acknowledges that the hiring, termination, management, oversight and responsibility for any and all paid or non-paid staff or volunteers who work at the Property are and shall be the sole responsibility of the VQC with regard to all aspects of their employment or activity at the Property.
4. The VQC hereby agrees to include information regarding the Property in its advertisements, publications and other printed or broadcast and web-based materials which identify the location of facilities that provide tourist and visitor information.

5. To compensate the Riverfront Improvement Commission for its operations and maintenance of the Property, the VQC and City agree to the following annual payments to the Riverfront Commission:

	<u>VQC</u>
FY2023	\$20,000.00
FY2024	\$20,000.00
FY2025	\$20,000.00

VQC reserves the right to seek potential funding support from the City of Davenport.

6. The term of this Agreement shall be for a three-year period beginning July 1, 2022 to June 30, 2025. For each party, there is a 120 day written notice to terminate the agreement. Prior to the termination of the agreement, Visit Quad Cities, the Riverfront Improvement Commission and the City of Davenport will mutually agree to discuss the termination of the agreement and the implications to this tourism and economic development visitor center.
7. An agreement renewal period will commence July 1, 2024 and will expire 90 days from the commencement date. During this time period, the City of Davenport will exclusively negotiate with Visit Quad Cities.
8. **LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD:**
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 Commercial General Liability.

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

(2) Commercial General Liability

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

(3) Automobile Liability
(If the tenant utilizes autos)

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

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.

9. The VQC shall provide such office equipment and furniture as are necessary and appropriate to operate a visitor's center at the Property, including but not limited to desks, chairs, photocopier, facsimile machine, telephones and computer equipment. VQC shall service the display racks provided by the City for promotional materials, sale of merchandise, and displays.
10. VQC shall cause the space to be significantly improved as to be an attractive visitor center and multi-purpose space for tourism and economic development use. VQC shall be responsible for the coordination of all calendar and scheduling activity in the space.

11. The VQC hereby agrees that it shall maintain a record of activities and visits to the Property so as to provide an accurate representation of the use of the Property by visitors and report that information to the City on an annual basis.
12. The VQC hereby agrees that it will collect, account for and report to the City any revenue derived from the rental of bicycles and the sale of merchandise at the Property.
13. The VQC may sub-lease a portion of the space on the first floor of the Property and collect, account for and report to the City the revenue derived from the use of this space. Applicable property taxes must be paid.
14. Landlord agrees that it will make reasonable efforts to allow access to the leased premises during periods of flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for those days that tenancy is not possible.
15. If reason of Force Majeure (as hereinafter defined), Lessee shall not be deemed in default for so long as such Force Majeure continues. "Force Majeure" shall mean acts of God; winds; hurricanes; tornadoes; fires; epidemic; landslides; earthquakes; floods; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities, acting in their regulatory or judicial capacity, that directly prevent performance by Lessee; insurrections; sabotage; riots; civil disturbances; explosions; or any cause or event, not reasonably within the control of Lessee, which precludes Lessee from meeting the rental payments and deadlines set forth above.
16. This Agreement shall be governed and enforced in accordance with the laws of the State of Iowa and the jurisdiction and venue shall be Scott County, Iowa.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year above written.

RIVERFRONT
IMPROVEMENT COMMISSION

VISIT QUAD CITIES

Kelli Grubbs, Chair

Dave Herrell, President and CEO

Date

Date

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 24th day of May, 2022 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Heartland Healing, 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 as hereafter described:

The office space, suite 203, (approx. 200 sf) located on the second floor of Union Station, 102 S. Harrison Street, Davenport, Scott County, Iowa.

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, and is zoned for use as an office and training center.

2. TERM

A. The term of this Lease shall be for a period of Twelve (12) Months, and shall commence on June 1, 2022 and shall terminate on May 31, 2023.

3. RENTAL

A. Tenant shall pay to the Landlord for use of the Leased Premises the following sums: Two Thousand and Four Dollars and No Cents (\$2,004.00) per year paid on a monthly basis of One Hundred Sixty-Seven Dollars and No Cents (\$167.00). 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. 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.

C. The Tenant may use the parking lot, obeying all laws and regulations, and not obstructing the rights of other Tenants or the Landlord's rights on the Leased Premises.

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 as an office 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. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

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

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

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

(2) Commercial General Liability

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

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

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(4) Excess Liability Umbrella Form	\$1,000,000
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C. **CONTRACTUAL LIABILITY**; The insurance required above under "LESSEE INSURANCE", shall:

- (1) be Primary insurance and non-contributory.
- (2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION paragraph.

D. **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.

E. **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.

In any and all claims against the City, its officials or any of its agents or employees by any employee 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, 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 Lessee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. **ALTERATIONS**

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part there of, 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.

8. **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 on the Leased Premises for such sanitary receptacles, to the extent practical.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. UTILITIES

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

17. 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.

18. 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.

19. ASSIGNMENT AND SUBLETTING

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. TIME

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

28. 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.

29. FLOODING

Landlord agrees that it will make reasonable efforts to allow access to the leased premises during periods of flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for those -days that tenancy is not possible.

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. 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 noted on the second floor of the 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.

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.

HEARTLAND HEALING

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____