

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, SEPTEMBER 28, 2021; 5:30 PM

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

I. Call to Order

II. Approval of Minutes

A. Approve the July 27, 2021 Meeting Minutes - ACTION

III. Finance

A. Approve the Disbursements - ACTION

IV. Leases

A. Chill Eats - ACTION

B. The Diner - DISCUSSION

V. Projects

A. Flood Resilience Study DISCUSSION
Area 1 15 Mins
Area 2 20 Mins
Area 3 15 Mins
Area 4 20 Mins
Recap / Recommendations 10 Mins

VI. Staff Report

A. Parks Report

VII. Other Business

A. Public With Business (5 Mins)

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, October 26, 2021 at 5:30 p.m. in Council Chambers

Riverfront Improvement Commission
Minutes
July 27, 2021

Present (Physical): Bill Ashton, Dee Bruemmer, Bill Churchill, Randall Goblirsch, Kelli Grubbs, Tom Guy, Neil Kosman, Breanna Pairrett, Julie Tonn, and Pat Walton

Present (Virtual):

Others Present: Ald. Kyle Gripp, Council Liaison; Michael Schertz, Parks Liaison; Chris Meyer, Parks Advisory Board; Bill Handel, Citizen; and Steve Ahrens, Riverfront Improvement Commission

Chairman Bruemmer called the meeting to order at 5:31 p.m. and welcomed all in attendance. Ahrens announced that a quorum for the meeting had been met, and instructions were provided regarding tonight's meeting protocol.

Officer Elections

Walton moved to approve the following slate of candidates as officers for the Commissions with a second by Ashton. The motion carried unanimously.

Chair	Kelli Grubbs
Vice Chair	Neil Kosman
Secretary	Gwendolyn Lee

Approval of Minutes

At this point, Grubbs transitioned to Chair and asked for the approval of the minutes. Ashton moved to approve the minutes of the June 22, 2021 meeting. Walton 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. Bruemmer moved to approve the disbursements. Churchill seconded the motion and it carried.

Leases

Ahrens presented the draft lease agreement with EME Designs for the large second level suite in Union Station. Following discussion, Pairrett moved to approve the agreement. Bruemmer seconded the motion and it carried.

Staff also presented the initial draft lease renewal agreement with the Mississippi Valley Blues Society for its second level suite in Union Station. Following discussion, Ashton moved to approve the agreement. Churchill seconded the motion and it carried.

Projects

Ahrens presented an update regarding Riverfront Refresh 2021. Additional confirmed events and activities for the riverfront, including QC MacDown on October 9, a classic car show on October 16, and Christkindlmarkt on December 3-5. In addition, we launch Movies on the Mississippi on August 6, with additional movies nights shown on September 10 and October 8. Also, there are several concerts to take place during the month of August in Quinlan Court and we close out the Music on the River summer concert series in LeClaire Park. Finally, this Saturday, we have scheduled another volunteer work day to continue efforts to paint the riverwalk railing along LeClaire Park.

Staff Report

Michael Schertz provided a report, which included the introduction of Chris Meyer, who upon official action by the Parks Advisory Board at its upcoming meeting, will be the new Liaison to the Riverfront Improvement Commission.

Other Business

Bill Handel, citizen, provided comments regarding the riverfront, and specifically, his thoughts about improving the area known as Main Street Landing. 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.

Neil Kosman, Vice Chair

City of Davenport



YTD REPORT

FOR 2022 03				JOURNAL DETAIL 2022 1 TO 2022 1			
ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT							
-275,000.00	0.00	-275,000.00	-104,350.02	0.00	-170,649.98	37.9%	
480690 MISCELLANEOUS							
-75,000.00	0.00	-75,000.00	-2,596.30	0.00	-72,403.70	3.5%	
489491 TRANSFER LOCAL OPTION SALES							
-75,000.00	0.00	-75,000.00	0.00	0.00	-75,000.00	.0%	
TOTAL UNDEFINED							
-425,000.00	0.00	-425,000.00	-106,946.32	0.00	-318,053.68	25.2%	
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
88,092.00	0.00	88,092.00	15,618.31	0.00	72,473.69	17.7%	
510105 OVERTIME PAY							
0.00	0.00	0.00	253.12	0.00	-253.12	100.0%	
510120 RETIREMENT-FICA							
6,739.00	0.00	6,739.00	1,253.68	0.00	5,485.32	18.6%	
510130 RETIREMENT-IPERS							
8,316.00	0.00	8,316.00	1,474.39	0.00	6,841.61	17.7%	
510140 EMPLOYEE INSURANCE							
12,381.00	0.00	12,381.00	2,223.78	0.00	10,157.22	18.0%	
510161 DEFERRED COMP							
4,405.00	0.00	4,405.00	793.58	0.00	3,611.42	18.0%	
510162 RETIREMENT HEALTH SAVINGS							
881.00	0.00	881.00	163.79	0.00	717.21	18.6%	
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	26,950.94	0.00	73,049.06	27.0%	
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	1,939.97	5,490.71	32,569.32	18.6%	
520297 PROJECT EXPENSE							
50,000.00	0.00	50,000.00	16,269.19	5,475.62	28,255.19	43.5%	

City of Davenport



YTD REPORT

FOR 2022 03		JOURNAL DETAIL 2022 1 TO 2022 1					
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
560606 TELEPHONE EXPENSE 500.00	0.00	500.00	0.00	0.00	500.00	.0%	
560620 LIABILITY INSURANCE 1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%	
560624 PROPERTY INSURANCE 540.00	0.00	540.00	540.00	0.00	0.00	100.0%	
560633 WORKERS COMPENSATION INSURAN 752.00	0.00	752.00	752.00	0.00	0.00	100.0%	
TOTAL PROJECT MANAGEMENT 314,613.00	0.00	314,613.00	69,939.75	10,966.33	233,706.92	25.7%	
S8000 TRANSFERS OUT							
550501 TRANSFERS OUT 52,500.00	0.00	52,500.00	0.00	0.00	52,500.00	.0%	
TOTAL TRANSFERS OUT 52,500.00	0.00	52,500.00	0.00	0.00	52,500.00	.0%	
TOTAL LEVEE IMPROVEMENT -57,887.00	0.00	-57,887.00	-37,006.57	10,966.33	-31,846.76	45.0%	
TOTAL REVENUES -425,000.00	0.00	-425,000.00	-106,946.32	0.00	-318,053.68		
TOTAL EXPENSES 367,113.00	0.00	367,113.00	69,939.75	10,966.33	286,206.92		
GRAND TOTAL -57,887.00	0.00	-57,887.00	-37,006.57	10,966.33	-31,846.76	45.0%	

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

MONTHLY DETAIL REPORT

FOR 2022 03		JOURNAL DETAIL 2022 3 TO 2022 3					
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	15,618.31	0.00	72,473.69	17.7%	
2022/03/030273 09/10/2021 PRJ 3,325.60 REF PY0910 WARRANT=091021 RUN=1 BI-WEEKL							
TOTAL FULL TIME SALARIES							
88,092.00	0.00	88,092.00	15,618.31	0.00	72,473.69	17.7%	
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 03		JOURNAL DETAIL 2022 3 TO 2022 3						
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	1,253.68	0.00	5,485.32	18.6%	
2022/03/030273 09/10/2021 PRJ		265.69 REF PY0910 WARRANT=091021 RUN=1 BI-WEEKL						
54741013 510120 USDA	RETIREMENT-FICA							
	0.00	0.00	0.00	0.00	0.00	0.00	.0%	
TOTAL RETIREMENT-FICA								
	6,739.00	0.00	6,739.00	1,253.68	0.00	5,485.32	18.6%	
510130 RETIREMENT-IPERS								
54741013 510130	RETIREMENT-IPERS							
	8,316.00	0.00	8,316.00	1,474.39	0.00	6,841.61	17.7%	
2022/03/030273 09/10/2021 PRJ		313.94 REF PY0910 WARRANT=091021 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	1,474.39	0.00	6,841.61	17.7%	
510140 EMPLOYEE INSURANCE								
54741013 510140	EMPLOYEE INSURANCE							
	12,381.00	0.00	12,381.00	2,223.78	0.00	10,157.22	18.0%	

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 03 JOURNAL DETAIL 2022 3 TO 2022 3

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
-----------------	---------------	----------------	--------------	--------------	------------------	--------

TOTAL EMPLOYEE INSURANCE						
12,381.00	0.00	12,381.00	2,223.78	0.00	10,157.22	18.0%

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	793.58	0.00	3,611.42	18.0%

2022/03/030273 09/10/2021 PRJ 166.28 REF PY0910 WARRANT=091021 RUN=1 BI-WEEKL

TOTAL DEFERRED COMP						
4,405.00	0.00	4,405.00	793.58	0.00	3,611.42	18.0%

510162 RETIREMENT HEALTH SAVINGS

54741013 510162	RETIREMENT HEALTH SAVINGS					
881.00	0.00	881.00	163.79	0.00	717.21	18.6%

2022/03/030273 09/10/2021 PRJ 33.26 REF PY0910 WARRANT=091021 RUN=1 BI-WEEKL

TOTAL RETIREMENT HEALTH SAVINGS						
881.00	0.00	881.00	163.79	0.00	717.21	18.6%

510175 CLOTHING EXPENSE

54741013 510175	CLOTHING EXPENSE
-----------------	------------------

City of Davenport



MONTHLY DETAIL REPORT

FOR 2022 03

JOURNAL DETAIL 2022 3 TO 2022 3

ORIGINAL APPROP	TRANS/ADJSMTS	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	26,950.94	0.00	73,049.06	27.0%
2022/03/030215 09/01/2021 API 717.54 VND 001322 VCH IOWA AMERICAN W SEPT COLLECTIVE PAYMENT 211299						
2022/03/030491 09/16/2021 API 8,002.64 VND 014254 VCH MIDAMERICAN ENE Utility Payment 03/2022 211464						
TOTAL UTILITY SERVICES 100,000.00	0.00	100,000.00	26,950.94	0.00	73,049.06	27.0%
520210 TRAVEL EXPENSES						
54741013 520210 TRAVEL EXPENSES 0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL TRAVEL EXPENSES 0.00	0.00	0.00	0.00	0.00	0.00	.0%
520215 TECHNICAL SERVICES						

MONTHLY DETAIL REPORT

FOR 2022 03		JOURNAL DETAIL 2022 3 TO 2022 3						
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED		
54741013 520215	TECHNICAL SERVICES							
100.00	0.00	100.00	0.00	0.00	100.00	.0%		
TOTAL TECHNICAL SERVICES								
100.00	0.00	100.00	0.00	0.00	100.00	.0%		
520217 PROFESSIONAL SERVICES								
54741013 520217	PROFESSIONAL SERVICES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
54741013 520217 USDA	PROFESSIONAL SERVICES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
TOTAL PROFESSIONAL SERVICES								
0.00	0.00	0.00	0.00	0.00	0.00	.0%		
520225 MAINTENANCE-BLDGS & GRNDS								
54741013 520225	MAINTENANCE-BLDGS & GRNDS							
40,000.00	0.00	40,000.00	1,939.97	5,490.71	32,569.32	18.6%		
2022/03/030021 09/02/2021 API	969.97 VND 001195 VCH							
				TRI CITY ELECTR INVOICE # 256611 FREIGHT HOUSE		5008663		
TOTAL MAINTENANCE-BLDGS & GRNDS								
40,000.00	0.00	40,000.00	1,939.97	5,490.71	32,569.32	18.6%		
520245 PAYMENT TO OTHER AGENCY								
54741013 520245	PAYMENT TO OTHER AGENCY							
0.00	0.00	0.00	0.00	0.00	0.00	.0%		

MONTHLY DETAIL REPORT

FOR 2022 03

JOURNAL DETAIL 2022 3 TO 2022 3

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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	0.00	50,000.00	16,269.19	5,475.62	28,255.19	43.5%
2022/03/030021	09/02/2021 API	500.00 VND 010365 VCH	TAILFINS BAND,	DEPOSIT ON OCTOBER 16TH 2021 C		211213
2022/03/030021	09/02/2021 API	600.00 VND 026210 VCH	DUFFEE, JOSH	AUGUST 19TH 2021 CONCERT-CLASS		211115
2022/03/030215	09/01/2021 API	83.00 VND 000377 VCH	CY'S RENTAL CO	INVOICE # 95854 CHAIR RENTAL F		211276
2022/03/030215	09/01/2021 API	500.00 VND 003940 VCH	LITTLE, STEVEN	AUGUST 17TH 2021 CONCERT-KIX J		211315
2022/03/030216	09/09/2021 API	500.00 VND 010376 VCH	SPRADLEY, JEFREY	AUGUST 26TH 2021 CONCERT		211359
2022/03/030216	09/09/2021 API	901.00 VND 010381 VCH	DOUGLASS, THOMA	SOUND EQUIPMENT SETUP SUMMER C		211281
2022/03/030216	09/09/2021 API	901.00 VND 022881 VCH	DOUGLASS, THOMA	SOUND EQUIPMENT SETUP SUMMER C		211280
2022/03/030216	09/09/2021 API	700.00 VND 023595 VCH	RIVER MUSIC	DAVENPORT LIBRARY SUMMER READI		211352
2022/03/030486	09/09/2021 API	170.00 VND 001398 VCH	BOS ELECTRONICS	INVOICE# 43887 SOUND SYSTEM-AU		211419
2022/03/030486	09/09/2021 API	170.00 VND 001398 VCH	BOS ELECTRONICS	INVOICE# 43883 SOUND SYSTEM-AU		211419
2022/03/030486	09/09/2021 API	170.00 VND 001398 VCH	BOS ELECTRONICS	INVOICE# 43884 SOUND SYSTEM-AU		211419
2022/03/030709	09/16/2021 API	85.00 VND 000377 VCH	CY'S RENTAL CO	INVOICE # 95853 CHAIR RENTAL F		211419
TOTAL PROJECT EXPENSE						
50,000.00	0.00	50,000.00	16,269.19	5,475.62	28,255.19	43.5%
520298 OTHER SUPPLIES & SERVICES						
54741013 520298	OTHER SUPPLIES & SERVICES					
0.00	0.00	0.00	0.00	0.00	0.00	.0%

MONTHLY DETAIL REPORT

FOR 2022 03			JOURNAL DETAIL 2022 3 TO 2022 3				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL OTHER SUPPLIES & SERVICES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
530303 OPERATING EQUIPMENT							
54741013 530303 USDA	OPERATING EQUIPMENT						
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
TOTAL OPERATING EQUIPMENT							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
560606 TELEPHONE EXPENSE							
54741013 560606	TELEPHONE EXPENSE						
500.00	0.00	500.00	0.00	0.00	500.00	.0%	
TOTAL TELEPHONE EXPENSE							
500.00	0.00	500.00	0.00	0.00	500.00	.0%	
560620 LIABILITY INSURANCE							
54741013 560620	LIABILITY INSURANCE						
1,707.00	0.00	1,707.00	1,707.00	0.00	0.00	100.0%	
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%	

MONTHLY DETAIL REPORT

FOR 2022 03			JOURNAL DETAIL 2022 3 TO 2022 3				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL DATA PROCESSING 0.00	0.00	0.00	0.00	0.00	0.00	.0%	
560623 FACILITIES MAINTENANCE							
54741013 560623 0.00	FACILITIES MAINTENANCE 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 540.00	PROPERTY INSURANCE 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 752.00	WORKERS COMPENSATION INS 0.00	752.00	752.00	0.00	0.00	100.0%	
TOTAL WORKERS COMPENSATION INSURANCE 752.00	0.00	752.00	752.00	0.00	0.00	100.0%	
TOTAL PROJECT MANAGEMENT 314,613.00	0.00	314,613.00	69,939.75	10,966.33	233,706.92	25.7%	
TOTAL LEVEE IMPROVEMENT 314,613.00	0.00	314,613.00	69,939.75	10,966.33	233,706.92	25.7%	
TOTAL EXPENSES 314,613.00	0.00	314,613.00	69,939.75	10,966.33	233,706.92		

MONTHLY DETAIL REPORT

FOR 2022 03				JOURNAL DETAIL 2022 3 TO 2022 3			
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
GRAND TOTAL							
314,613.00	0.00	314,613.00	69,939.75	10,966.33	233,706.92	25.7%	

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

Revenue/Billing Table
FY - 2022 Levee Fund #740

Lessee	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Summary	Expires	Adjust
1 Front Street Brewery - FH	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	3,120.00	37,440.00	Oct-23	NA
2 Chili Eats	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00	May-22	NA
3 MidAmerican Co.	6,000.00											0.00	6,000.00	Jun-22	NA
4 Lake Davenport Sailing Club										3,900.00			3,900.00	Mar-22	NA
5 LPBC Lindsey Park Boat Club							6,000.00						6,000.00	Dec-26	NA
6 CHS, Inc / Harvest States C	2,500.00			2,500.00			2,500.00			2,500.00			10,000.00	Sep-24	NA
7 One River Place	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,700.00	Monthly	NA
8 Bare Bones BBQ	1,338.68	1,416.79	1,138.32	710.75	359.95	339.89	252.84	0.00	0.00	0.00	0.00	0.00	5,556.22	Mar-34	Mar-23
9 QCCVB - Union Station	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Jun-22	Jun-21
10 MVBS - Union Station	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00	Sep-21	NA
11 Rawson - Union Station	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	320.00	3,840.00	Jun-21	NA
12 Marine Specialties	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00	May-23	NA
13 Front Street parking	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	265.00	3,180.00	Monthly	NA
14 Freight House Farmers Mar	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	20,000.04	Feb-24	NA
15 Union Station Upper Level	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	10,000.00	Sep-22	Sep-22
16 Heartland Healing	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	167.00	2,004.00	May-22	NA
17 Nestle - SemiParkingLot	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	13,200.00	Dec-23	NA
18 The Diner	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00	Oct-21	NA
19 Antonella's II	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00	Feb-24	NA
20 Taste of Ethiopia	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	1,166.67	14,000.04	Oct-23	Oct-22
Subtotal	27,313.69	18,893.80	19,616.33	21,687.76	18,836.96	18,816.90	27,229.85	18,477.01	18,477.01	24,877.01	18,477.01	18,477.01	251,180.34		
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	21,687.76	18,836.96	18,816.90	28,229.85	18,477.01	18,477.01	24,877.01	18,477.01	18,477.01	252,180.34		

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 28th day of September, 2021 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as “Landlord,” and Chill Eats, LLC., hereinafter designated as “Tenant.”

1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant’s business, an ice cream and food establishment, as hereafter described:

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include 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 Thirty-Six (36) Months, which begins on May 1, 2021 and shall terminate on April 30, 2024.

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

3. RENTAL

A. Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises the following sum: One Thousand Five Hundred Dollars and No Cents (\$1,500.00) paid on a monthly basis, for a total of \$18,000 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 food establishment. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.

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

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

6. **FIRE INSURANCE**

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

7. **LEASEE LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD**

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

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

(1) Commercial General Liability

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

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

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

(3) Excess Liability Umbrella

\$1,000,000

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

CONTRACTUAL LIABILITY

The insurance required above under "LESSEE INSURANCE", shall:

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

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8. ALTERATIONS

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

9. MAINTENANCE AND SANITATION

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles, to the extent practical.

10. SURRENDER OF LEASED PREMISES

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

11. FIXTURES

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant not later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

12. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All

improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

15. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

16. EXTERIOR LIGHTING

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

17. UTILITIES

The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant also shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. 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 keep the deck on the south side of the building clear and safe from snow and ice until such time as the Landlord deems it necessary for removal. The Tenant also shall be responsible 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.

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.

CHILL EATS, LLC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Date: _____

Date: _____

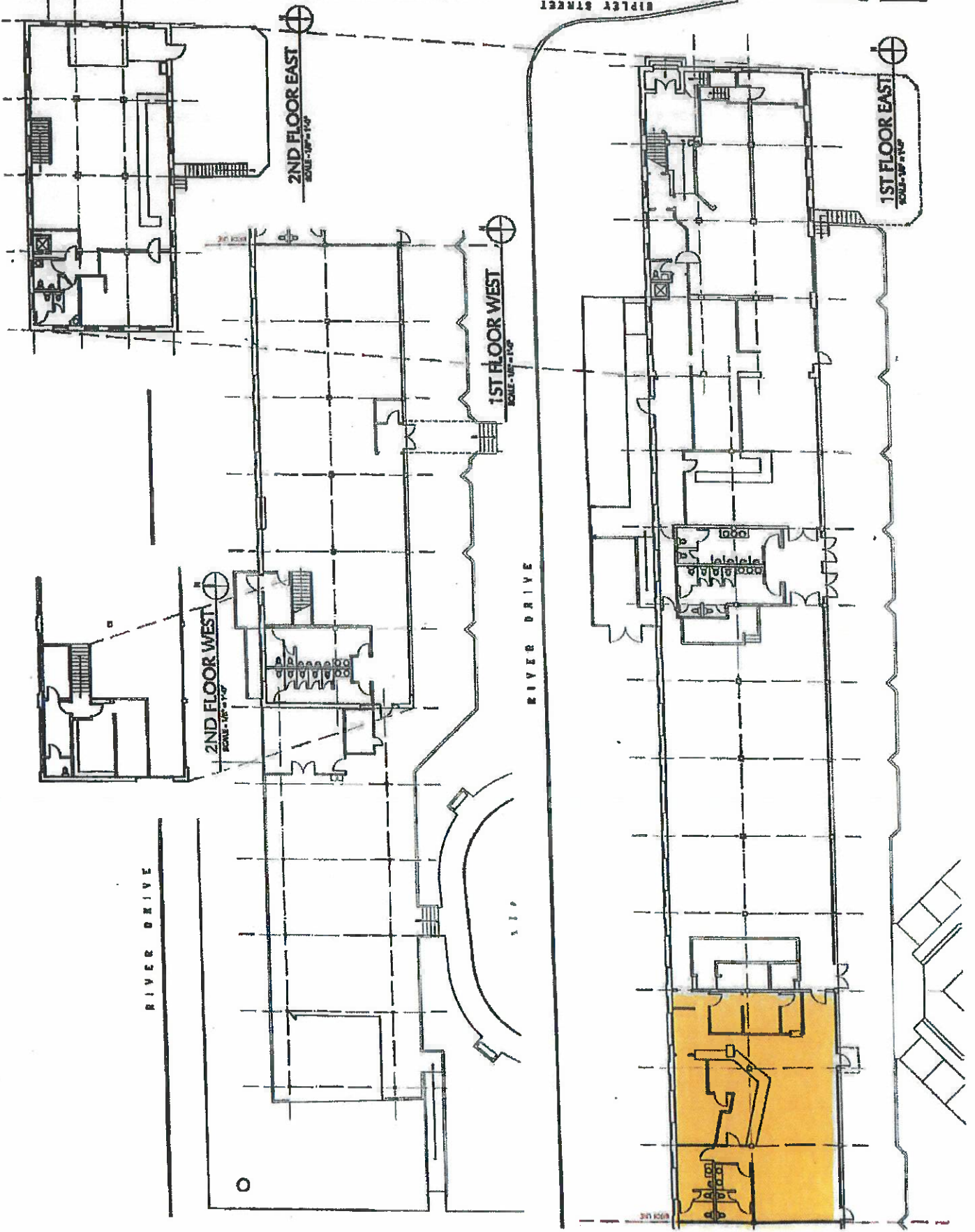
ARCHITECTS
 1000 WEST 10TH AVE
 DENVER, CO 80202
 TEL: 333-1111
 FAX: 333-1111
 WWW: WWW.A1111.COM

CITY OF DAVENPORT
 FREIGHTHOUSE EXISTING CONDITIONS
 1000 WEST 10TH AVE, DAVENPORT, IOWA

DATE: 10/10/00
 BY: J.A. AND
 S.D.

PROJECT
 0929F

NUMBER
 A1



LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of October, 2021 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and The Diner, LLC, hereinafter designated as "Tenant."

1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, a diner, reception area, and retail, as hereafter described:

The Freight House complex, first and second floors at 421 West River Drive, Davenport, Scott County, Iowa, to include approximately 4,500 square feet, as shown on the attached floor plan, marked Exhibit A, and made a part hereof and referred to as Leased Premises.

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

2. TERM

A. The term of this Lease shall be for a period of Thirty-six (36) Months, and shall have possession on November 1, 2021 and shall terminate on October 31, 2024.

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

3. RENTAL

A. Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises, according to the following schedule. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

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

	<u>Annual</u>	<u>Per month</u>
Months 1 – 24	\$40,500.00	\$3,375.00

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

D. The Tenant has non-exclusive access to the Freight House parking lot, located to the south of the complex. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a diner restaurant and retail area and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.

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

6. FIRE INSURANCE

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

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

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

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

(1) Commercial General Liability

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

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

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

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

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

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

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

CERTIFICATES OF INSURANCE

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

INDEMNIFICATION

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

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

8. ALTERATIONS

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

9. MAINTENANCE AND SANITATION

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles, to the extent practical.

10. SURRENDER OF LEASED PREMISES

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

11. FIXTURES

The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant not later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the

floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

12. TENANT IMPROVEMENTS

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

13. FREE FROM LIENS

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

14. ABANDONMENT

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

15. SIGNS AND ADVERTISING MATERIALS

The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building or window type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

16. EXTERIOR LIGHTING

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

17. UTILITIES

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

18. ENTRY AND INSPECTION

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

19. DAMAGE AND DESTRUCTION OF LEASED PREMISES

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

the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

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

20. ASSIGNMENT AND SUBLETTING

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

21. DEFAULT, RE-ENTRY REMEDIES

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

22. DEFAULT, COSTS, AND ATTORNEY FEES

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

23. SALE OF LEASED PREMISES BY LANDLORD

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

24. REIMBURSEMENT

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

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

25. WAIVER

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

26. SUCCESSORS IN INTEREST

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

27. PARTIAL INVALIDITY

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

28. TIME

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

29. EMINENT DOMAIN

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

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

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

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

30. MISCELLANEOUS

A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.

B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. Tenant shall remove snow from the deck on the south side of the building. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.

C. The Tenant is hereby provided the exclusive use of the space agreed to on the first and second floors of the Freight House building and accepts it as is, where is condition.

D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or local rules and regulations applicable to its operation.

31. GENERAL

A. This Lease shall be construed in accordance with the laws of the State of Iowa.

B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.

D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

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

The Diner, LLC.

**RIVERFRONT IMPROVEMENT
COMMISSION**

Tara Elkins, Owner

Kelli Grubbs, Chair

Date: _____

Date: _____

Attach Exhibit A

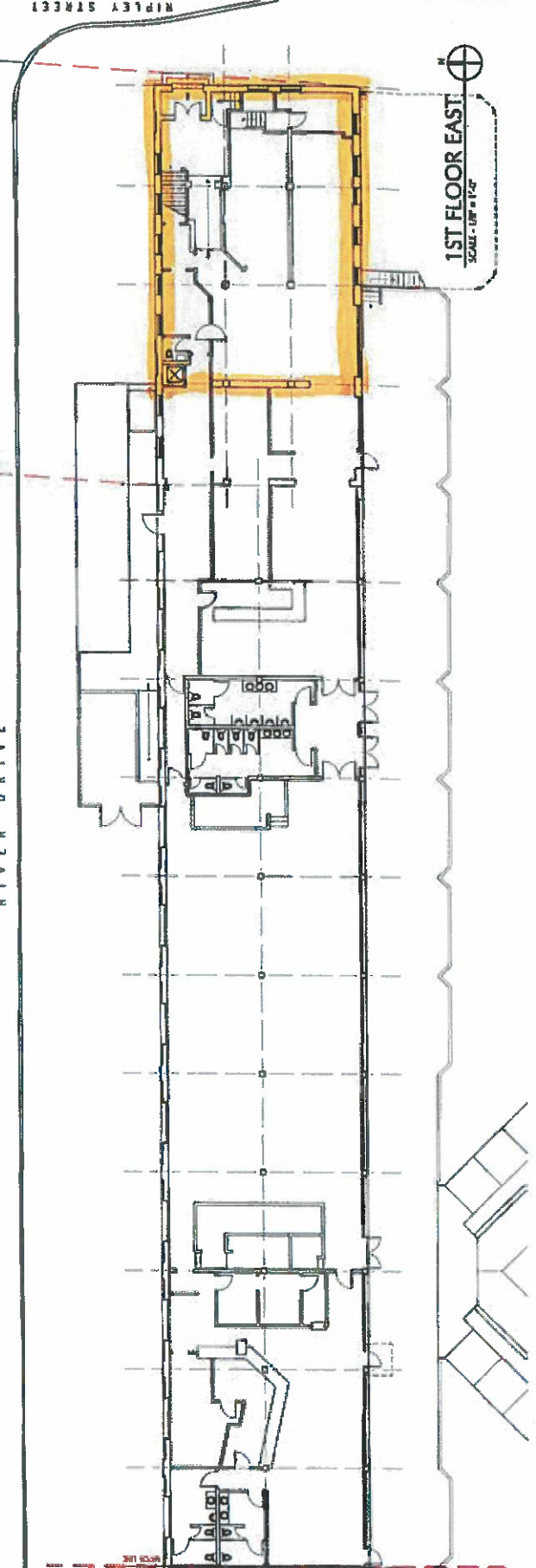
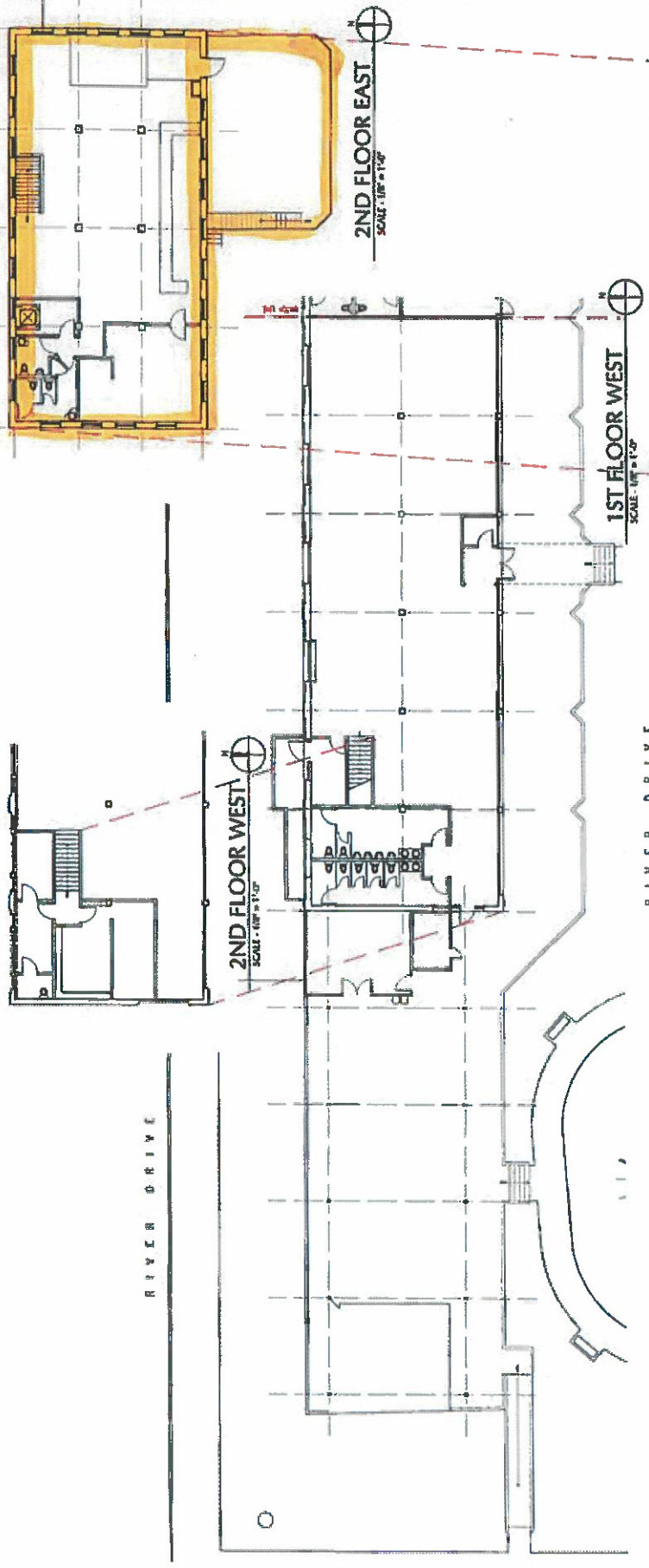
ARCHITECTS
 & INTERIOR
 DESIGNERS, PC
 200 W. JEFFERSON
 SUITE 100
 PORTLAND, ME 04101
 TEL: 503-228-1570
 FAX: 503-228-1571
 WWW.ANDI-PC.COM

CITY OF DAVENPORT
 FREIGHTHOUSE EXISTING CONDITIONS
 1000 10TH AVE. S.W.
 SEASIDE, OREGON 97138

DATE: JUL 26, 2010
 REVISIONS

PROJECT: 0929F

NO. A1



RIVER DRIVE

RIVER DRIVE

RIPEY STREET