

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

TUESDAY, JULY 26, 2022; 5:30 PM

DAVENPORT POLICE DEPARTMENT | 416 HARRISON STREET | COMMUNITY
ROOM

I. Call to Order

II. Approval of Minutes

A. Approve the June 28, 2022 Meeting Minutes - ACTION (2)

III. Finance

A. Approve the Disbursements - ACTION (2)

IV. Leases

A. Ott Leadership LLC at Union Station - ACTION (5)

V. Projects

A. Draft FY2024-29 Riverfront CIP Projects - DISCUSSION (15)

VI. Staff Report

A. Executive Officer Report (10)

B. Parks Report (5)

VII. Other Business

A. Election of Officers - ACTION (5)

B. Public With Business (5 Minutes)

VIII. Adjournment

IX. Next Meeting Date:

A. Tuesday, August 23, 2022 at 5:30 p.m. in Council Chambers, City Hall

Riverfront Improvement Commission
Minutes
June 28, 2022

Present (Physical): Bill Ashton, Dee Bruemmer, Bill Churchill, Gwendolyn Lee

Present (Virtual): Randall Goblirsch, Kelli Grubbs, Tom Guy, Breanna Pairrett, Roma Taylor and Julie Tonn

Others Present: Chris Meyer, Parks Liaison and Steve Ahrens, Riverfront Improvement Commission

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

Approval of Minutes

Grubbs asked for the approval of the minutes. Ashton moved to approve the minutes of the May 24, 2022 meeting. Churchill 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. Churchill moved to approve the disbursements. Pairrett seconded the motion and it carried.

Staff Report

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

- Rita Rawson Union Station space available; prospect underway
- Cruiseline Passenger Ships – initial stop on June 26
- Red, White & Boom! on July 3
- 2022 Riverfront Movies and Concerts
- QC Empowerment Open Air Market at Quinlan Court
- Hello Lamp Post launch update
- Riverfront Operations Task Force
- Union Station Destination Center
- August meeting will be at the PD Community Room
- CIP Project Overview
- The July meeting will be held in the Police Department Community Room

Chris Meyer, Parks Liaison to the Commission, provided a report, which included an update on the presentation of its Master Plan. In addition, Meyer shared recent discussions regarding the two Dog Parks, including the Riverfront Dog Park, and a possible future additional one TBD.

Other Business

With no public with business to present to the Commission, and with no further business, the meeting was adjourned at 6:10 p.m.

Gwendolyn Lee, Secretary

City of Davenport



YTD REPORT

FOR 2023 01		JOURNAL DETAIL 2022 12 TO 2022 12					
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
4740 LEVEE IMPROVEMENT							
00000 UNDEFINED							
450404 LEVEE COMMISSION RENT							
-250,000.00	0.00	-250,000.00	-31,382.01	0.00	-218,617.99	12.6%	
480690 MISCELLANEOUS							
-75,000.00	0.00	-75,000.00	0.00	0.00	-75,000.00	.0%	
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							
23,372.00	0.00	23,372.00	0.00	0.00	23,372.00	.0%	
TOTAL UNDEFINED							
-376,628.00	0.00	-376,628.00	-31,382.01	0.00	-345,245.99	8.3%	
10130 PROJECT MANAGEMENT							
510101 FULL TIME SALARIES							
91,304.00	0.00	91,304.00	6,854.21	0.00	84,449.79	7.5%	
510120 RETIREMENT-FICA							
6,985.00	0.00	6,985.00	542.87	0.00	6,442.13	7.8%	
510130 RETIREMENT-IPERS							
8,619.00	0.00	8,619.00	647.04	0.00	7,971.96	7.5%	
510140 EMPLOYEE INSURANCE							
12,381.00	0.00	12,381.00	1,045.65	0.00	11,335.35	8.4%	
510161 DEFERRED COMP							
4,565.00	0.00	4,565.00	342.71	0.00	4,222.29	7.5%	
510162 RETIREMENT HEALTH SAVINGS							
913.00	0.00	913.00	68.54	0.00	844.46	7.5%	
520201 OFFICE SUPPLIES							
200.00	0.00	200.00	0.00	0.00	200.00	.0%	
520205 UTILITY SERVICES							
90,000.00	0.00	90,000.00	0.00	0.00	90,000.00	.0%	
520215 TECHNICAL SERVICES							
100.00	0.00	100.00	0.00	0.00	100.00	.0%	
520225 MAINTENANCE-BLDGS & GRNDS							
50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%	
520297 PROJECT EXPENSE							
55,000.00	0.00	55,000.00	1,800.00	1,000.00	52,200.00	5.1%	

City of Davenport



YTD REPORT

FOR 2023 01			JOURNAL DETAIL 2022 12 TO 2022 12				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
560606 TELEPHONE EXPENSE 510.00	0.00	510.00	0.00	0.00	510.00	.0%	
560620 LIABILITY INSURANCE 1,957.00	0.00	1,957.00	0.00	0.00	1,957.00	.0%	
560624 PROPERTY INSURANCE 739.00	0.00	739.00	0.00	0.00	739.00	.0%	
560633 WORKERS COMPENSATION INSURAN 855.00	0.00	855.00	0.00	0.00	855.00	.0%	
TOTAL PROJECT MANAGEMENT 324,128.00	0.00	324,128.00	11,301.02	1,000.00	311,826.98	3.8%	
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 0.00	0.00	0.00	-20,080.99	1,000.00	19,080.99	100.0%	
TOTAL REVENUES -376,628.00	0.00	-376,628.00	-31,382.01	0.00	-345,245.99		
TOTAL EXPENSES 376,628.00	0.00	376,628.00	11,301.02	1,000.00	364,326.98		
GRAND TOTAL 0.00	0.00	0.00	-20,080.99	1,000.00	19,080.99	100.0%	

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

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

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					
91,304.00	0.00	91,304.00	6,854.21	0.00	84,449.79	7.5%
2023/01/010040 07/01/2022 PRJ	3,409.20	REF PY0701 WARRANT=070122	RUN=1 BI-WEEKL			
2023/01/010361 07/15/2022 PRJ	3,445.01	REF PY0715 WARRANT=071522	RUN=1 BI-WEEKL			
TOTAL FULL TIME SALARIES						
91,304.00	0.00	91,304.00	6,854.21	0.00	84,449.79	7.5%
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%

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510105 OVERTIME PAY						
54741013 510105	OVERTIME PAY					
0.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL OVERTIME PAY						
0.00	0.00	0.00	0.00	0.00	0.00	.0%
510120 RETIREMENT-FICA						
54741013 510120	RETIREMENT-FICA					
6,985.00	0.00	6,985.00	542.87	0.00	6,442.13	7.8%
2023/01/010040 07/01/2022 PRJ 269.76 REF PY0701 WARRANT=070122 RUN=1 BI-WEEKL						
2023/01/010361 07/15/2022 PRJ 273.11 REF PY0715 WARRANT=071522 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						
6,985.00	0.00	6,985.00	542.87	0.00	6,442.13	7.8%
510130 RETIREMENT-IPERS						
54741013 510130	RETIREMENT-IPERS					
8,619.00	0.00	8,619.00	647.04	0.00	7,971.96	7.5%
2023/01/010040 07/01/2022 PRJ 321.83 REF PY0701 WARRANT=070122 RUN=1 BI-WEEKL						
2023/01/010361 07/15/2022 PRJ 325.21 REF PY0715 WARRANT=071522 RUN=1 BI-WEEKL						
54741013 510130 USDA	RETIREMENT-IPERS					
0.00	0.00	0.00	0.00	0.00	0.00	.0%

MONTHLY DETAIL REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL RETIREMENT-IPERS						
8,619.00	0.00	8,619.00	647.04	0.00	7,971.96	7.5%
510140 EMPLOYEE INSURANCE						
54741013 510140	EMPLOYEE INSURANCE					
12,381.00	0.00	12,381.00	1,045.65	0.00	11,335.35	8.4%
2023/01/010361 07/15/2022 PRJ 1,045.65 REF PY0715 WARRANT=071522 RUN=1 BI-WEEKL						
TOTAL EMPLOYEE INSURANCE						
12,381.00	0.00	12,381.00	1,045.65	0.00	11,335.35	8.4%
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					
4,565.00	0.00	4,565.00	342.71	0.00	4,222.29	7.5%
2023/01/010040 07/01/2022 PRJ 170.46 REF PY0701 WARRANT=070122 RUN=1 BI-WEEKL						
2023/01/010361 07/15/2022 PRJ 172.25 REF PY0715 WARRANT=071522 RUN=1 BI-WEEKL						
TOTAL DEFERRED COMP						
4,565.00	0.00	4,565.00	342.71	0.00	4,222.29	7.5%
510162 RETIREMENT HEALTH SAVINGS						
54741013 510162	RETIREMENT HEALTH SAVINGS					
913.00	0.00	913.00	68.54	0.00	844.46	7.5%

MONTHLY DETAIL REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
2023/01/010040 07/01/2022 PRJ		34.09 REF PY0701 WARRANT=070122	RUN=1 BI-WEEKL			
2023/01/010361 07/15/2022 PRJ		34.45 REF PY0715 WARRANT=071522	RUN=1 BI-WEEKL			
TOTAL RETIREMENT HEALTH SAVINGS						
913.00	0.00	913.00	68.54	0.00	844.46	7.5%
510175 CLOTHING EXPENSE						
54741013 510175	CLOTHING EXPENSE					
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					
90,000.00	0.00	90,000.00	0.00	0.00	90,000.00	.0%
TOTAL UTILITY SERVICES						
90,000.00	0.00	90,000.00	0.00	0.00	90,000.00	.0%
520210 TRAVEL EXPENSES						
54741013 520210	TRAVEL EXPENSES					

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01		JOURNAL DETAIL 2023 1 TO 2023 1					
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 TRAVEL EXPENSES							
0.00	0.00	0.00	0.00	0.00	0.00	.0%	
520215 TECHNICAL SERVICES							
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						
50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%	
TOTAL MAINTENANCE-BLDGS & GRNDS							
50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%	

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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					
55,000.00	0.00	55,000.00	1,800.00	1,000.00	52,200.00	5.1%
2023/01/010019 07/01/2022 POE	500.00 VND 000844 PO	2300014	MISSISSIPPI VAL	CONCERT 9/1/2022-QUINLAN COURT		
2023/01/010046 07/01/2022 POE	500.00 VND 009491 PO	2300048	WEIKERT, FRANK	CONCERT 7/14/2022-QUINLAN COUR		
2023/01/010046 07/01/2022 POE	300.00 VND 010261 PO	2300049	STOLTENBERG, ST	CONCERT 7/17/2022-LECLAIRE PAR		
2023/01/010046 07/01/2022 POE	500.00 VND 010365 PO	2300050	TAILFINS BAND,	CONCERT 7/21/2022-QUINLAN COUR		
2023/01/010046 07/01/2022 POE	500.00 VND 010667 PO	2300051	DANI LYNN HOWE	CONCERT 7/7/2022-QUINLAN COURT		
2023/01/010144 07/07/2022 API	500.00 VND 009491 VCH		WEIKERT, FRANK	CONCERT 7/14/2022-QUINLAN COUR		218280
2023/01/010144 07/07/2022 POL	-500.00 VND 009491 PO	2300048	WEIKERT, FRANK	CONCERT 7/14/2022-QUINLAN 2023		
2023/01/010144 07/07/2022 API	500.00 VND 010667 VCH		DANI LYNN HOWE	CONCERT 7/7/2022-QUINLAN COURT		218195
2023/01/010144 07/07/2022 POL	-500.00 VND 010667 PO	2300051	DANI LYNN HOWE	CONCERT 7/7/2022-QUINLAN C2023		
2023/01/010296 07/14/2022 API	300.00 VND 010261 VCH		STOLTENBERG, ST	CONCERT 7/17/2022-LECLAIRE PAR		218408
2023/01/010296 07/14/2022 POL	-300.00 VND 010261 PO	2300049	STOLTENBERG, ST	CONCERT 7/17/2022-LECLAIRE2023		
2023/01/010296 07/14/2022 API	500.00 VND 010365 VCH		TAILFINS BAND,	CONCERT 7/21/2022-QUINLAN COUR		218411
2023/01/010296 07/14/2022 POL	-500.00 VND 010365 PO	2300050	TAILFINS BAND,	CONCERT 7/21/2022-QUINLAN 2023		
2023/01/010342 07/13/2022 POE	500.00 VND 010341 PO	2300364	DAY, SAMUEL S.	7/28/22 QUINLAN COURT CONCERT		

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01			JOURNAL DETAIL 2023 1 TO 2023 1				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL PROJECT EXPENSE 55,000.00	0.00	55,000.00	1,800.00	1,000.00	52,200.00	5.1%	
520298 OTHER SUPPLIES & SERVICES							
54741013 520298 OTHER SUPPLIES & SERVICES 0.00	0.00	0.00	0.00	0.00	0.00	.0%	
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 510.00	0.00	510.00	0.00	0.00	510.00	.0%	
TOTAL TELEPHONE EXPENSE 510.00	0.00	510.00	0.00	0.00	510.00	.0%	
560620 LIABILITY INSURANCE							
54741013 560620 LIABILITY INSURANCE 1,957.00	0.00	1,957.00	0.00	0.00	1,957.00	.0%	

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01			JOURNAL DETAIL 2023 1 TO 2023 1				
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL LIABILITY INSURANCE 1,957.00	0.00	1,957.00	0.00	0.00	1,957.00	.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 739.00	0.00	739.00	0.00	0.00	739.00	.0%	
TOTAL PROPERTY INSURANCE 739.00	0.00	739.00	0.00	0.00	739.00	.0%	
560633 WORKERS COMPENSATION INSURANCE							
54741013 560633 WORKERS COMPENSATION INS 855.00	0.00	855.00	0.00	0.00	855.00	.0%	

City of Davenport



MONTHLY DETAIL REPORT

FOR 2023 01		JOURNAL DETAIL 2023 1 TO 2023 1					
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
TOTAL WORKERS COMPENSATION INSURANCE							
855.00	0.00	855.00	0.00	0.00	855.00	.0%	
TOTAL PROJECT MANAGEMENT							
324,128.00	0.00	324,128.00	11,301.02	1,000.00	311,826.98	3.8%	
TOTAL LEVEE IMPROVEMENT							
324,128.00	0.00	324,128.00	11,301.02	1,000.00	311,826.98	3.8%	
TOTAL EXPENSES							
324,128.00	0.00	324,128.00	11,301.02	1,000.00	311,826.98		
GRAND TOTAL							
324,128.00	0.00	324,128.00	11,301.02	1,000.00	311,826.98	3.8%	

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

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 26th day of July, 2022 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Ott Leadership 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 as hereafter described:

Part of the second floor of the Union Station at 102 South Harrison Street, Davenport, Scott County, Iowa, to include approximately 311 square feet as shown on the attached floor plans, 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, and is zoned for use as an office.

2. TERM

A. The term of this Lease shall be for a period of One (1) Year, and shall commence on September 1, 2022 and shall terminate on August 31, 2023.

B. Tenant shall have the option to renew this lease at the end of this 1-year period at a new rental rate to be established between Landlord and Tenant. Tenant shall notify Landlord 90 days in advance of the end of the present term in writing of its interest in exercising its option to renew.

C. To ensure coverage of the Landlord's expenses, on the date Tenant executes and delivers this lease agreement to the Landlord the Tenant shall also make a deposit equal to two months' rent as a lease deposit. Said lease deposit shall be held by the Landlord as security for the performance of Tenant's obligations under the terms of this lease agreement, specifically, maintaining tenancy through the agreed upon termination date of this agreement. The lease deposit shall stand forfeited to the Landlord upon Tenant's abandonment or termination of this lease prior to the agreement's stated termination date. The lease deposit shall not be used to pay a monthly rental payment or to cure an unpaid monthly rental payment. The lease deposit may be used to offset any damage suffered at the Tenant's hand during the term of the lease. The

amount of the lease deposit, after payment of damages, if any, at the termination date expressed in the lease agreement shall be returned to the Tenant within thirty days' time from the termination date, upon notification of the Landlord of the Tenant's current mailing address.

3. **RENTAL**

The Tenant shall pay to the Landlord for use of the Leased Premises the following sums: In Year One – Four Thousand Three Hundred Twenty Dollars and No Cents (\$4,320.00) per year paid on a monthly basis (first day of the month) of Three Hundred Sixty Dollars and No Cents (\$360.00). A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Thirtieth (30th) day of the month.

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

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

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

6. **FIRE INSURANCE**

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

7. **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
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(3) Excess Liability Umbrella \$1,000,000

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

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. 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.

C. 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 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 receptacle, 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 Landlord shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. (Tenant shall provide and pay all charges for telephone service, janitorial services, 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 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.

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. HOLDING OVER

Continued possession, beyond the expiration date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for the extension of this lease, or for a new year) shall constitute a month-to-month extension of this lease.

31. FLOODING

Landlord agrees that it will make reasonable efforts to allow access to the leased premises to the extent possible during periods of periodic 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 that time period that tenancy is not possible.

32. MISCELLANEOUS

A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises. 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 second floor office suite shown on Exhibit A of the building plan.

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.

33. 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.

OTT LEADERSHIP LLC

**RIVERFRONT IMPROVEMENT
COMMISSION**

By _____
Steve Ott

By _____
Kelli Grubbs, Chair

Date _____

Date _____

Attach Exhibit A

ARCHITECTS
 & INTERIOR
 DESIGNERS
 1000 HARRISON STREET, SUITE 200
 SEASIDE, CA 94134
 TEL: 415.774.1111
 FAX: 415.774.1112
 WWW.A4ARCHITECTS.COM

UNION STATION CONVERSION
 ARCHITECTURAL / ELECTRICAL
 1000 HARRISON STREET, SUITE 200
 SEASIDE, CA 94134

DATE
 08/23/11

PROJECT
 0823A

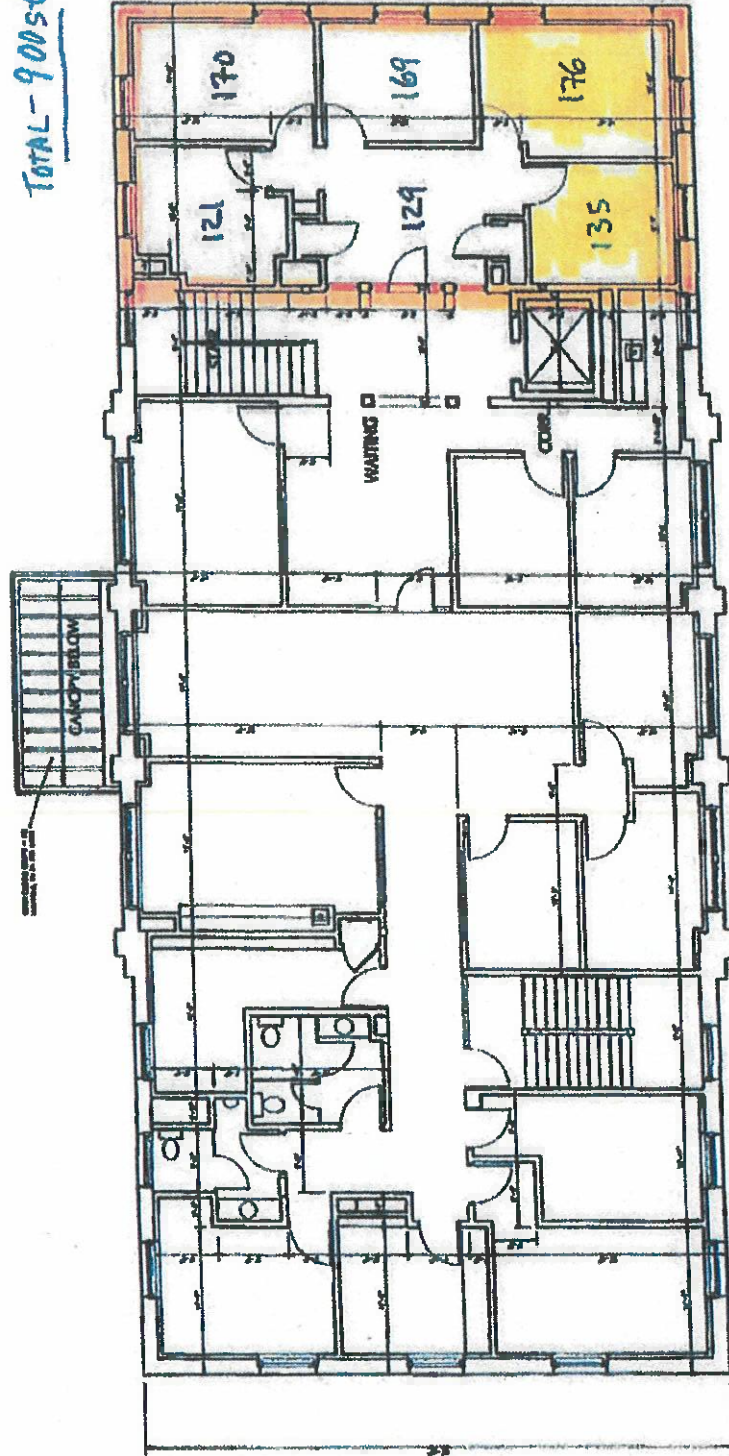
NUMBER

SHEET

A4

08/23/11

TOTAL - 9005 SF



1" = 10'-0" (SEE NOTE 1)



SECOND FLOOR PLAN - PROPOSED

SCALE - 1/4" = 1'-0"

FY2024-29 Riverfront CIP Project Request Ideas (as of July 21, 2022)

Freight House Roof and Gutters Replacement
*\$0.00 FY2024

Freight House Window Replacement Program
\$70,000 new FY2024 (\$35,000 rebuilt)

Freight House Restrooms
\$50,000 FY2024

River Heritage Park Bus Turnaround
\$300,000 FY2024

Credit Island Park Enhancements
\$500,000 FY2024

Riverfront Riverwalk Railing Painting (LeClaire & Centennial)
\$50,000 FY2024

LeClaire Park Bandshell stage painting
\$30,000 FY2024

LeClaire Park Bandshell & Seating Area Elevation Engineering Review
\$40,000 FY2024

RiverWest Planning Findings
\$25,000 FY2024

Florian Keen Parking Lot Coverings
\$75,000 FY2025

Freight House District Signage
\$100,000 FY2025

Freight House Electrical Upgrades
\$30,000 FY2025

River Heritage Park Water
\$300,000 FY2025

West River Drive semi-trailer parking lot seal coat
\$30,000 FY2025

Credit Island Causeway Bridge
\$1.6M FY2025