

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

Tuesday, June 25, 2024; 5:00 PM

City Hall | 226 West 4th Street | Council Chambers

- I. Call to Order
- II. Approval of Minutes
 - Approval of Minutes | May 28, 2024
- III. Old Business
 - 1. Tenant Focus Groups | Update
 - 2. Work Session | Update
- IV. New Business
 - 1. Main Street Landing | Update
 - 2. Hahn Easement Agreement | Update
 - 3. Heartland Healing Lease | Approval
- V. Future Business
 - 1. EME Designs Lease Approval
 - 2. Ott Leadership Lease Approval
- VI. Management Update
 - 1. Facilities Maintenance
 - 2. Events
- VII. Park Liaison Report
- VIII. Public with Business
- IX. Adjournment | Next Meeting Date: July 30, 2024



Riverfront Improvement Commission

Minutes
May 28, 2024

Present: Dee Bruemmer, Bill Churchill, Dan Darland, Kelli Grubbs, Gwendolyn Lee, Andrea Olson, Scott Pettis, Mary Pruess, and Julie Tonn.

Others Present: Christopher Meyer, Parks Liaison; Alderman Kyle Gripp, Council Liaison; Courtney Jones, Sr. Operations & Partnerships Manager; Stephanie Bley, Riverfront Community Engagement Coordinator; and Jim Odean, Interim Finance Director.

Chairwoman Lee called the meeting to order at 5:01 p.m. and welcomed all in attendance.

Approval of Minutes

Lee asked for approval of the minutes from the April 23, 2024 meeting. Churchill motioned to approve the minutes; Olson seconded, and the motion was carried unanimously.

Old Business

Bruemmer provided an update on the tenant focus groups and outlined areas of opportunity for additional conversation.

New Business

The commission reviewed the Marine Specialties addendum. Bruemmer made a motion to approve the addendum; Grubbs seconded, and the motion was carried unanimously.

The commission reviewed the Taste of Ethiopia lease termination. Bruemmer made a motion to approve the lease termination; Tonn seconded, and the motion was carried unanimously.

The commission reviewed the lease agreement for I Love Fufu. Darland made a motion to approve the lease with the condition that the lease is updated to reflect

property tax billing information; Grubbs seconded, and the motion was carried unanimously.

Riverfront Community Engagement Coordinator, Stephanie Bley, shared that current tenant EME Designs has expressed interest in the vacant space on the second floor of Union Station. The commission directed staff to draft a lease for review.

Bley provided an overview of the business plan submitted by the Farmers' Market. The commission will review the plan for continued discussion at a future meeting.

Future Business

Bley provided an update on a proposed work session to discuss long-term planning for the riverfront. Darland motioned to approve the work session, Olson seconded and the motion was carried unanimously.

City staff will attend the June meeting to provide an update on the Main Street Landing project.

Management Update

Bley provided an update on the summer concert series, and shared that the first concert was well-attended. Bley also shared that the riverboat cruise season will begin in late June.

Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer, provided an update on the progress at the Fairmount Community Center, the Dohse Spray and Play Park, and the new playground at Credit Island.

No public comments were made. With no further business, the meeting adjourned at 6:07 p.m.

Gwendolyn Lee, Chair

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa, on this 1st day of July 2024, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and EME Designs, 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 office, and boutique, as hereafter described:

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

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

2. TERM

- A. The term of this Lease shall be two (2) months. The Tenant shall have possession on July 1, 2024, and terminate on August 31, 2024. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.
- B. Tenant shall have the option to renew for two additional twelve-month terms at a rate to be negotiated, provided this request is submitted within sixty days of the expiration of the term of this Agreement.

3. RENTAL

- A. Beginning on July 1, 2024, the Landlord will bill the Tenant for July rent. Bills will be mailed on the first of each month and due by the last day of that month, 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 following the due date.

Rent Schedule			
Rent	Bill Date	Due Date	Late Fee Assessed
July	July 1, 2024	July 31, 2024	August 15, 2024
August	August 1, 2024	August 31, 2024	September 15, 2024

- B. For the two (2) months of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Year 1	\$334.00	\$167.00

- C. The Tenant is responsible for their proportional share of Property Taxes related to the Leased Premises, including any personal property taxes levied on equipment or fixtures owned by the Tenant. Monthly, one-twelfth of the annual property tax shall be included in the bill. This amount will be determined by the Scott County Treasurer.
- D. The Tenant has non-exclusive access to the Union Station parking lot. All tenants and related uses are intended to work with the Landlord to accommodate needs.

4. **PAYMENT OF RENTAL**

- A. The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at:

City of Davenport
Finance - Revenue Division
P.O. Box 8003
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 an office and boutique 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 Landlord's prior written consent.

6. **FIRE INSURANCE**

- A. 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 where the Leased Premises are located.

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

- A. The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Agreement whether such operations be by themselves 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.**

8. **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 before approval of the Contract by the City. The Lessee shall ensure that coverage afforded under the policies will not be canceled 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 if no insurance is in place and the City has not been notified.

9. 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 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 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 any way 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.

10. ALTERATIONS

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

11. 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 only paint, change, or modify the exterior of the Leased Premises after first securing the Landlord's written consent. The Tenant shall be responsible for replacing the exterior glass of the demised area, should it become damaged or broken, and shall replace it 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 garbage 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.

12. SURRENDER OF LEASED PREMISES

- A. 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 expected, and clean and free of refuse. Suppose the Tenant has made alterations, additions, and installations by the Tenant as provided in this Lease. In that case the Tenant shall not be required to restore the Leased Premises to the condition they were prior to such alterations, additions, and installations.

13. FIXTURES

- A. The Tenant shall provide, install, and maintain, at its expense, fixtures of a special nature that the Tenant's business may require. All such fixtures that are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no 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, except any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, 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 and replace the same with items of character, quality, or value.

14. TENANT IMPROVEMENTS

- A. 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 by all applicable codes and ordinances.

15. FREE FROM LIENS

- A. 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.

16. ABANDONMENT

- A. 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 for reasons beyond its control (casualty, strikes, and acts of God).

17. SIGNS AND ADVERTISING MATERIALS

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

18. EXTERIOR LIGHTING

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

19. UTILITIES

- A. 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 shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. The Tenant shall pay any security deposit or connection charges required by any utility company to furnish service. In the event that one or more such utilities or related services shall be supplied to the Leased 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 shall be paid as additional rent as determined by the Landlord based upon their estimate of the Tenant's anticipated usage. The Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity, gas, and other utilities to the Leased Premises.

20. ENTRY AND INSPECTION

- A. 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, to inspect the same or for the purpose of maintaining the building in which said Leased Premises are situated, or to make 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.

21. DAMAGE AND DESTRUCTION OF LEASED PREMISES

- A. At its cost and expense, the Landlord agrees 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 that interferes substantially with normal use, and therefore, the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, the rental shall be proportionally abated. If the 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. If the Landlord fails to reimburse the Tenant, the Tenant may, in addition to any other right or remedy it may have, deduct such amount from the next month's rent or rentals.
- B. In the event of destruction of the Leased Premises or the building containing the same during the 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, suppose the Tenant does not desire to cancel the Lease. In that case, rent shall be abated during the period during which those repairs are made, and the Tenant is compelled to discontinue business on the Leased Premises. Further, in the event of flooding, rent shall be abated during that period when the Leased premises are declared to be unfit for occupancy by any authorized public authority.

22. ASSIGNMENT AND SUBLETTING

- A. 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, which shall

not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed 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 that 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 the assignee and an opportunity to cure the same. Any assignment or subletting without the Landlord's prior written consent 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 Tenant's interest by operation of law without the Landlord's prior written consent. The Landlord shall give the Tenant previous notice of the assignment of this Lease and any interest of the Landlord therein.

23. DEFAULT, RE-ENTRY REMEDIES

- A. 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 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 because 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.

24. DEFAULT, COSTS, AND ATTORNEY FEES

- A. 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 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.

25. SALE OF LEASED PREMISES BY LANDLORD

- A. 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 if the new Landlord agrees to the Lease and not to disturb the Tenant.

26. 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 because 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 rent 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 because 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.

27. WAIVER

- A. No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord. The Landlord's forbearance or indulgence shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply. 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 any subsequent breach of the same or any other term, covenant, or condition.

28. SUCCESSORS IN INTEREST

- A. 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 the parties shall be jointly and severally liable hereunder.

29. PARTIAL INVALIDITY

- A. Suppose 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.

30. TIME

- A. Time is of the essence in the performance of any obligations under this Lease.

31. 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. If 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.

32. MISCELLANEOUS

- A. The Landlord shall be responsible for and pay all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased Premises. The Tenant shall remove snow from the wooden deck on the south side of the building and clean the interior and exterior windows of the Leased Premises.
- B. The Tenant is hereby provided the exclusive use of the space agreed to on the second floor of the Union Station building.
- C. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation and shall comply with all Federal, State, or local rules and regulations applicable to its operation.

33. GENERAL

- A. This Lease shall be construed under 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. Unless 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, advice, and counsel of its own attorney in interpreting this Agreement and not in any manner on the other party.

DRAFT

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

EME DESIGNS

RIVERFRONT IMPROVEMENT COMMISSION

By _____

By _____

Gwendolyn Lee, Chair

Date _____

Date _____

DRAFT