

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

Tuesday, August 27, 2024; 5:00 PM

City Hall | 226 West 4th Street | Council Chambers

I. Call to Order

II. Approval of Minutes

Approval of Minutes | July 30, 2024

III. Old Business

1. Hahn Easement Agreement | Update

IV. New Business

1. EME Designs Lease | Approval

2. Ott Leadership Lease | Approval

3. Miracle at the Freight House | Update

4. Visit Quad Cities Lease | Renewal Discussion

V. Future Business

VI. Management Update

VII. Park Liaison Report

VIII. Public with Business

IX. Adjournment | Next Meeting Date: September 24, 2024



Riverfront Improvement Commission

Minutes
July 30, 2024

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

Others Present: Christopher Meyer, Parks Liaison; Alderman Kyle Gripp, Council Liaison; Stephanie Bley, Riverfront Community Engagement Coordinator; and Bruce Berger, Director of Community and Economic Development.

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 June 25, 2024 meeting. Grubbs motioned to approve the minutes; Churchill seconded, and the motion was carried unanimously.

Old Business

Riverfront Community Engagement Coordinator, Stephanie Bley, provided an update on the time and location of the upcoming Main Street Landing presentation, to be shared in a joint meeting with the Parks Advisory Board.

Bley provided an update on the easement agreement for Hahn Ready Mix. A rendering of the site has been received, and will be included in the agreement, which is expected to be finalized in the next few weeks.

New Business

The Commission discussed how rental rates should be assessed on Commission-managed properties. City staff was directed to review past rental rates and increases to determine an appropriate rental rate for the upcoming lease renewals for Ott Leadership and EME Designs.

Bley shared that “Miracle at the Freight House” has expressed interest in a short-term lease for the currently vacant space in the Freight House. The Commission directed City staff to prepare a lease draft for review. The Commission will continue to evaluate criteria for a long-term lease option for 2025.

Future Business

Darland requested that the Commission revisit a change to the Davenport Yacht Club’s rates and membership fees for the current season. Darland also requested an update on the building located on Marine Specialties’ property.

Management Update

Bley provided an update on the upcoming riverfront events schedule, and confirmed the reschedule date for Red White and BOOM as Saturday, September 7th.

Bley also provided an update on flood clean-up and shared that most tenants have returned to their businesses. The Marquette docks will be re-installed in mid-August, following the completion of minor repair work.

New tenant “I Love Fufu” has officially opened for business in the former “Taste of Ethiopia” space.

Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer, provided an update on the Park Development Program.

No public comments were made. With no further business, the meeting adjourned at 5:38 p.m.

Gwendolyn Lee, Chair

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa, on this 27th day of August 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, a boutique and office, as hereafter described:

The east wing, Suite 200, and an office space, Suite 203, totaling 2,450 square feet, 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 is three (3) years. The Tenant shall have possession on September 1, 2024, and terminate on August 31, 2027. The Tenant shall have the right of first refusal upon exercising renewal to Lease the subject premise.

3. RENTAL

- A. Beginning on September 1, 2024, the Landlord will bill the Tenant for September rent. According to the following schedule, bills will be mailed on the first of each month and due by the last day of that month. 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
September	September 1, 2024	September 30, 2024	October 15, 2024
October	October 1, 2024	October 31, 2024	November 15, 2024
November	November 1, 2024	November 30, 2024	December 15, 2024
December	December 1, 2024	December 31, 2024	January 15, 2025
January	January 1, 2025	January 31, 2025	February 15, 2025
February	February 1, 2025	February 28, 2025	March 15, 2025
March	March 1, 2025	March 31, 2025	April 15, 2025
April	April 1, 2025	April 30, 2025	May 15, 2025
May	May 1, 2025	May 31, 2025	June 15, 2025
June	June 1, 2025	June 30, 2025	July 15, 2025
July	July 1, 2025	July 31, 2025	August 15, 2025
August	August 1, 2025	August 31, 2025	September 15, 2025

- B. For the three (3) years 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	\$21,204.00	\$1,767.00
Year 2	\$25,776.45	\$2,148.04
Year 3	\$27,065.27	\$2,255.43

- 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. One-twelfth of the annual property tax shall be included in the monthly bill. The Scott County Treasurer will determine this amount.
- 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 addresses as the Landlord shall designate in writing if changed.

5. **USE OF LEASED PREMISES**

- A. The Tenant shall occupy and use the Leased Premises to operate an office and boutique and the associated uses related 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 or 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 the City approves the Contract. 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. 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 as provided in this Lease. In that case, the Tenant shall not be required to restore the Leased Premises to the condition they were before such alterations, additions, and installations.

13. FIXTURES

- A. The Tenant shall provide, install, and maintain, at its expense, fixtures of a unique 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. Before 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 promptly in a 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 consider 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 Union Station 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 notifies 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 regular use, 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 for 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 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 funds 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 funds 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 is 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. 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 for 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 set 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 their own judgment, advice, and counsel of their own attorneys 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.

EME DESIGNS

RIVERFRONT IMPROVEMENT COMMISSION

By _____

By _____

Gwendolyn Lee, Chair

Date _____

Date _____

DRAFT

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 27th day of August, 2024 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 the Tenant's business as hereafter described:

The office space, suite 202, (approx. 311 sq ft) located on the second floor of Union Station, 102 S. Harrison Street, Davenport, IA, Scott County.

- 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, 2024 and shall terminate on August 31, 2025. The Tenant shall have the right of first refusal upon exercising renewal to Lease the subject premise.
- B. 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. If renewing an existing lease, the Tenant is not required to make an *additional* deposit.

3. RENTAL

- A. Beginning on September 1, 2024, the Landlord will bill the Tenant for September rent. According to the following schedule, bills will be mailed on the first of each month and due by the last day of that month. 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
September	September 1, 2024	September 30, 2024	October 15, 2024
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May	May 1, 2025	May 31, 2025	June 15, 2025
June	June 1, 2025	June 30, 2025	July 15, 2025
July	July 1, 2025	July 31, 2025	August 15, 2025
August	August 1, 2025	August 31, 2025	September 15, 2025

- B. For the one (1) year 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	\$4,536.00	\$378.00

- 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. One-twelfth of the annual

property tax shall be included in the monthly bill. The Scott County Treasurer will determine this amount.

- 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 addresses as the Landlord shall designate in writing if changed.

5. USE OF LEASED PREMISES

- A. The Tenant shall occupy and use the Leased Premises to operate an office and the associated uses related 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 or 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 the City approves the Contract. 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. 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 as provided in this Lease. In that case, the Tenant shall not be required to restore the Leased Premises to the condition they were before such alterations, additions, and installations.

13. FIXTURES

- A. The Tenant shall provide, install, and maintain, at its expense, fixtures of a unique 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. Before 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 promptly in a 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 consider 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 Union Station 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 notifies 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 regular use, 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 for 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 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 funds 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 funds 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 is 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. 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 for 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 set 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 their own judgment, advice, and counsel of their own attorneys 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.

OTT LEADERSHIP LLC

By _____

Steve Ott

Date _____

RIVERFRONT IMPROVEMENT COMMISSION

By _____

Gwendolyn Lee, Chair

Date _____