

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

Tuesday, August 26, 2025; 5:00 PM

City Hall | 226 West 4th Street | Council Chambers

- I. Call to Order
- II. Approval of Minutes
  - Approval of Minutes for July 22, 2025 meeting
- III. Finance
  1. Cash balance report
- IV. Leases
  1. Ott Leadership | Lease renewal
  2. Suite 6 | Proposal
- V. Projects
- VI. Staff Report
  1. Vacancy in Union Station
- VII. Parks Advisory Board Report
  1. Staff Report
- VIII. Public with Business
- IX. Adjournment | Next meeting: September 23, 2025

City of Davenport

Department: Administration

Contact Info: |

Subject:

Approval of Minutes for July 22, 2025 meeting

**Action / Date**

**8/26/2025**

Attachments:

1. Minutes 7.22.25



## Riverfront Improvement Commission

Minutes  
July 22, 2025

**Present:** Dan Darland, Andrea Olsen, Gwendolyn Lee, Mary Pruess, Scott Pettis, and Dale Gilmour.

**Others Present:** Denise Hnytka, Chief Communications Officer, Clay Merritt, Director of Engineering and Capital Projects, Kyle Gripp, Alderman At-Large, and Christopher Meyer, Parks Advisory Board Liaison.

Chair Lee called the meeting to order at 5:00 p.m. and welcomed everyone.

### Approval of Minutes

Lee asked for approval of the minutes from the June 24, 2025 meeting and July 10, 2025 special meeting. Pettis motioned to approve the minutes; Olsen seconded. The motion was carried unanimously.

### Projects

Chair Lee called for an election of new officers for the Riverfront Improvement Commission, recommending Dan Darland as Chair, Andrea Olsen as Vice Chair, and Mary Pruess as Secretary. Gilmour motioned to approve the officers. Pettis seconded. The new officers will serve for a two-year term. Lee thanked the new officers for their volunteer work.

Director Merritt shared an update on Capital Improvement Projects impacting riverfront properties. Projects planned for FY2026 include new windows and electrical upgrades at the Freight House that will put all tenants on individual meters. Director Merritt gave a progress report on Main Street Landing and answered questions about quiet zones for the rail crossings.

### Finance

Hnytka shared the cash balance for the Riverfront Improvement Commission budget, noting that the final FY2025 balance will be available in September.

### Leases

Hnytka noted that Ott Leadership is interested in a one-year renewal of its office space in Union Station. Commissioners suggested a 3% rent increase may be appropriate, but asked for follow-up information on property tax payments by the tenant and other lease history. Hnytka planned to follow up on those questions to move forward with the renewal process.

Darland and Olsen provided the group with an update on the work session with representatives from the Lake Davenport Sailing Club, noting they're expecting to meet again in the fall regarding a long-term lease proposal.

#### Staff Report

Hnytka shared a change in City staff coming in September, noting that Bruce Berger, Community and Economic Development Director, would be serving as liaison to the Commission in her place.

With no further business, the meeting adjourned at 5:55 p.m.

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Gwendolyn Lee, Chair

City of Davenport

Department: Administration  
Contact Info: |

**Action / Date**  
**8/26/2025**

Subject:  
Cash balance report

Recommendation:

Background:

Attachments:

1. FY 2026 RIC CASH

RIC CASH BALANCE  
FISCAL YEAR 2026

July	272,012.85
August	
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	

**RIC CASH BALANCE  
FISCAL YEAR 2025**

July	246,168.70
August	221,881.19
September	184,996.12
October	173,619.13
November	187,770.45
December	203,518.15
January	207,610.27
February	216,417.69
March	233,891.36
April	257,498.17
May	274,898.25
June	290,586.18 *

\*Unaudited cash balance as of 6/30/2025

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this August 26, 2025, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission ("Landlord"), and OTT LEADERSHIP, LLC, an Iowa domestic limited liability corporation ("Tenant").

### ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises containing approximately 311 rentable square feet and located on the second floor of Union Station, 102 S. Harrison Street, Davenport, Iowa, Suite 202.

1.2. Common Areas. Tenant shall have the non-exclusive right to use, in common with other tenants in the Building, the common areas and facilities of the Building, including lobbies, corridors, stairways, elevators, and restrooms (the "Common Areas").

### ARTICLE 2. TERM; DELIVERY OF PREMISES; CONDITION OF PREMISES

2.1. Term. The term of this Lease (the "Term") shall commence on September 1, 2025, (the "Commencement Date") and shall expire on August 31, 2026, unless sooner terminated.

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date.

2.3. Condition of Premises. Tenant has inspected the Premises and agrees to accept the same "AS-IS" in their present condition. Landlord makes no representation or warranty concerning the condition of the Premises, except as expressly set forth in this Lease.

### ARTICLE 3. RENT

3.1. Rent. Tenant shall pay to Landlord as rent for the Premises ("Rent") the following amounts:

	<u>Annual</u>	<u>Monthly</u>
Year 1	\$4,674.00	\$389.50

3.2. Payment of Rent. Rent shall be payable in equal monthly installments, in advance, on the first day of each calendar month during the Term. All Rent and other amounts payable by Tenant at the address specified in Section 11.1 or such other place as Landlord may designate in writing.

Rent Schedule			
Rent	Bill Date	Due Date	Late Fee Assessed
September	September 1, 2025	September 30, 2025	October 15, 2025
October	October 1, 2025	October 31, 2025	November 15, 2025
November	November 1, 2025	November 30, 2025	December 15, 2025
December	December 1, 2025	December 10, 2025	January 15, 2026
January	January 1, 2026	January 31, 2026	February 15, 2026

February	February 1, 2026	February 28, 202	March 15, 2026
March	March 1, 2026	March 31, 2026	April 15, 2026
April	April 1, 2026	April 30, 2026	May 15, 2026
May	May 1, 2026	May 31, 2026	June 15, 2026
June	June 1, 2026	June 30, 2026	July 15, 2026
July	July 1, 2026	July 31, 2026	August 15, 2026
August	August 1, 2026	August 31, 2026	September 15, 2026

3.3. Property Taxes. 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.

**ARTICLE 4. UTILITIES**

4.1. Tenant’s Duties. 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. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Leased Premises and to one or more other tenants within Union Station without being individually metered or measured to the Premises, Tenant’s proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant’s anticipated usage.

4.2. Landlord’s Duties. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity, and gas to the Leased Premises.

**ARTICLE 5. USE OF PREMISES**

5.1. Permitted Use. Tenant shall use and occupy the Premises solely for general office purposes. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's use of the Premises shall comply with all applicable laws, ordinances, rules, and regulations of the City of Davenport and the state of Iowa. Tenant shall not sell or permit to remain in or about the Premises any article that may be prohibited by standard-form fire insurance policies.

5.1.1. 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 before installation, whether affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

5.2. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Landlord shall be responsible for ensuring that the Building and Common Areas comply with all applicable laws, including the Americans with Disabilities Act (ADA), except to the

extent that any non-compliance is caused by Tenant's specific use of the Premises or any Alterations made by Tenant.

## **ARTICLE 6. TEMPORARY SUSPENSION OF USE DUE TO FLOODING**

6.1. Suspension of Use. Notwithstanding any other provision in this Lease, Tenant's right to use, occupy, or access the Premises shall be temporarily suspended during periods of significant flooding, as defined below.

6.2. Significant Flooding. For purposes of this Lease, "significant flooding" means:

6.2.1. The issuance of a flood warning by the National Weather Service for the county in which the Premises is located;

6.2.2. Water levels on the Premises; or

6.2.3. A declaration of a state of emergency due to flooding by the Governor of Iowa or local officials with jurisdiction over the Premises.

6.3. Notice of Flooding. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

6.4. Notice of Flooding Abatement. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated, and it is safe to resume use of the Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

6.5. Landlord Liability. Landlord shall not be liable for any loss, injury, or damage to person or property of Tenant resulting from significant flooding or the temporary suspension of use under this Section. Landlord shall repair all Common Areas and the structural elements of the Building, as defined in 1.2. of the Premises in the event of damage from flooding and any damage done by Landlord's employees, contractors or its agents to Tenant's property during the flood mitigation work. Tenant shall provide evidence to Landlord of any damage claimed to have been done by Landlord's employees, contractors or agents prior to Landlord repairing or replacing those items.

6.6. Rent Abatement. Rent shall be abated during that period when the Premises are declared unfit for occupancy by any authorized public authority.

## **ARTICLE 7. MAINTENANCE AND REPAIRS**

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Alterations (as defined in Article 8), in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance, repairs, and replacements within the Premises, including, but not limited to, interior walls, floors, ceilings, windows, doors, and lighting fixtures.

7.2. Landlord's Obligations. Landlord shall, at its sole cost and expense, keep and maintain the Common Areas, the structural elements of the Building (including the roof, foundation, and load-bearing walls), and the Building's mechanical, electrical, and plumbing systems in good condition

and repair, except to the extent that any such repairs are necessitated by the negligence or willful misconduct of Tenant or Tenant's agents, employees, or invitees, in which case Tenant shall be responsible for the cost of such repairs.

## ARTICLE 8. ALTERATIONS

8.1. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be completed free of liens. Tenant shall provide Landlord with detailed plans and specifications for any proposed Alterations and shall obtain all necessary permits and approvals before commencing any work.

8.2. Ownership of Alterations. All Alterations made by or on behalf of Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove any such Alterations, in which case Tenant shall remove the same at Tenant's sole cost and expense and restore the Premises to their prior condition. Landlord shall notify Tenant at the end of the Term whether such Alterations will be required to be removed at the end of the Term.

## ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1. 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 in which the Leased Premises are located.

9.2. Tenant's Insurance. The Tenant 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 Lease whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

9.2.1. 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.

### **Commercial General Liability**

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

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

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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<b>Excess Liability Umbrella</b>	<b>\$1,000,000</b>
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**Statutory Worker's Compensation** with waiver of subrogation in favor of the City.

9.2.2 Contractual Liability: the insurance required under this section shall:

1. **be Primary insurance and non-contributory.**
2. **include contractual liability insurance coverage for the Tenant's obligations under the paragraph 9.5.**

9.3 Certificates of Insurance. Certificates of Insurance, acceptable to the Landlord indicating insurance required by the Contract is in force, shall be filed with the Landlord prior to approval of the Contract by the Landlord. The Tenant 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 Landlord. The Tenant will accept responsibility for damages and the Landlord's defense in the event no insurance is in place and the Landlord has not been notified.

9.4. Mutual Waiver of Subrogation. Landlord and Tenant each hereby release the other, and the other's partners, shareholders, officers, directors, agents, and employees, from any and all liability for any loss or damage to the extent such loss or damage is covered by the releasing party's insurance, regardless of the cause of such loss or damage. Each party shall cause its insurance policies to include a waiver of subrogation endorsement or clause.

9.5. Indemnification. To the fullest extent permitted by the law, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to: (i) Tenant's use or occupancy of the Premises; (ii) any negligent or willful act or omission of Tenant or Tenant's agents, employees, or invitees; or (iii) any breach or default by Tenant in the performance of its obligations under this Lease. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord for any claims, actions, damages, liabilities, or expenses to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees, or contractors.

## **ARTICLE 10. DAMAGE OR DESTRUCTION**

10.1. Landlord's Responsibilities. At its cost and expense, the Landlord agrees to maintain the roof, walls, and foundation of the 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 consequently, the Tenant is compelled to discontinue business in the 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 deduct such amount from the next month's rent in addition to any other right or remedy it may have. .

10.2. Termination. In the event of destruction of the Premises or the building containing the same during the said term, which requires repairs to either said 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 Premises. Further, in the event of flooding, rent shall be abated during that period when the Leased Premises are declared unfit for occupancy by any authorized public authority.

## **ARTICLE 11. ASSIGNMENT AND SUBLETTING**

11.1. Restriction on Transfer. Tenant shall not assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any interest herein, or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any request for Landlord's consent shall be accompanied by detailed information about the proposed assignee or subtenant, including financial statements, business history, and intended use of the Premises.

11.2. Landlord's Recapture Right. Notwithstanding anything to the contrary in Section 11.1, Landlord shall have the option, exercisable by written notice to Tenant within thirty (30) days after receipt of Tenant's notice of a proposed transfer, to recapture the space proposed to be transferred. If Landlord exercises this option, this Lease shall terminate with respect to the space proposed to be transferred as of the date specified in Landlord's notice.

11.3. Permitted Transfers. Notwithstanding Section 11.1, Tenant may, without Landlord's prior written consent, assign this Lease or sublet all or a portion of the Premises to (i) an entity controlling, controlled by, or under common control with Tenant, (ii) an entity resulting from a merger or consolidation with Tenant, or (iii) an entity acquiring all or substantially all of Tenant's assets, provided that such entity has a net worth at least equal to that of Tenant as of the date of such transfer.

## **ARTICLE 12. DEFAULT AND REMEDIES**

12.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant:

- (a) Failure to pay any installment of Rent or any other amount due hereunder within five (5) days after the same is due and payable;
- (b) Failure to perform any other term, condition, or covenant of this Lease, which failure continues for more than thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;
- (c) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property;
- (d) The making by Tenant of an assignment for the benefit of creditors; or
- (e) The abandonment or vacation of the Premises by Tenant.

12.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

- (a) Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant shall immediately surrender the Premises to Landlord; or
- (b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Iowa.

12.3. Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant.

12.4. 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.

### **ARTICLE 13. MISCELLANEOUS PROVISIONS**

13.1. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Landlord: City of Davenport  
Finance- Revenue Division  
P.O. Box 8003  
Davenport, Iowa 52801  
Attention: Revenue

To Tenant: Ott Leadership, LLC  
2215 E 32<sup>nd</sup> Street  
Davenport, Iowa, 52807  
Attention: Steve Ott

13.2. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Iowa. Any disputes arising under this Lease shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration, in accordance with the rules of the American Arbitration Association.

13.3. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13.4. Entire Agreement. This Lease, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.

13.5. Amendments. This Lease may not be amended, modified, or supplemented except by a written instrument signed by both Landlord and Tenant.

13.6. Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.7. Waiver. No waiver of any provision of this Lease shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

13.8. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9. Authority. Each party represents and warrants that it has full power and authority to enter into this Lease and that the person signing on its behalf has been duly authorized to do so.

13.10. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Lease, except in cases of gross negligence or willful misconduct.

13.11. Compliance with Municipal Regulations. Landlord represents and warrants that it has full authority to enter into this Lease and that this Lease complies with all applicable municipal laws, regulations, and policies governing the leasing of City-owned property. Tenant acknowledges that this Lease may be subject to additional municipal requirements and agrees to cooperate with Landlord in complying with any such requirements.

13.12. Early Termination Option. Tenant shall have the one-time right to terminate this Lease early, effective as of the last day of the sixth month of the Term, by providing Landlord with at least two months' prior written notice and paying to Landlord a termination fee equal to two months' Base Rent. This early termination option shall be personal to the original Tenant and may not be exercised by any assignee or subtenant.

13.13. Dispute Resolution. In the event of any dispute arising out of or relating to this Lease, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.

13.14. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

13.15. Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without Landlord's written consent, such occupancy shall be a tenancy at sufferance, and Tenant shall pay Rent at 150% of the rate in effect immediately prior to such holding over, computed on a monthly basis for each month or partial month of the holdover period. No holding over by Tenant shall operate to extend the Term of this Lease.

13.16. Estoppel Certificates. Tenant shall, within ten (10) business days after written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying such information as Landlord may reasonably request, including but not limited to the following: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) the date to which the Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (d) such other matters as Landlord may reasonably require.

13.17. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing all of the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term, subject to the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Office Lease Agreement as of the date first written above.

LANDLORD:  
CITY OF DAVENPORT

By: \_\_\_\_\_  
Name: Daniel Darland  
Title: Chair

TENANT:  
OTT LEADERSHIP, LLC

By: \_\_\_\_\_  
Name: Steve Ott  
Title: President

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this \_\_\_\_\_, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission ("Landlord"), and BZE Holdings, Inc., operating under the name "Boozie's Bar & Grill," an Iowa domestic for-profit corporation ("Tenant").

### ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises containing approximately 4,500 rentable square feet and located on the first and second floor floor of the Freight House (the "Premises").

1.2. Common Areas. Tenant shall have the non-exclusive right to use, in common with other tenants in the Freight House, the common areas and facilities of the Freight House, including outdoor seating area, outdoor stairs, outdoor ramps, and outdoor deck (the "Common Areas").

### ARTICLE 2. TERM; DELIVERY OF PREMISES; CONDITION OF PREMISES

2.1. Term. The term of this Lease (the "Term") shall commence on **October 1, 2025** (the "Commencement Date") and shall expire on **September 30, 2030**, unless sooner terminated.

2.1.1. Renewal Option. Tenant shall have the option to renew the Lease for one (1) additional five (5) year period by providing Landlord with written notice not less than 180 days prior to the expiration of the initial lease term.

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. As noted in Article 7.2.1, several repairs/improvements are planned and the completion of this work cannot be guaranteed. As such, parties agree to adjust date of possession by mutual consent accordingly, starting on the first of the agreed-upon month.

2.3. Condition of Premises. Tenant has inspected the Premises and agrees to accept the same "AS-IS" in their present condition. Landlord makes no representation or warranty concerning the condition of the Premises, except as expressly set forth in this Lease.

### ARTICLE 3. RENT

3.1. Rent. Tenant shall pay to Landlord as rent for the Premises ("Rent") the following amounts:

Four months of \$0 rent, starting on the date of possession, would then be followed by three months of reduced rent equaling \$750/mo. Given the expected possession date, the date of the first \$750 rent payment would be due on February 1, 2026. Full rent will be starting at \$10.00/sf, which is \$3,750/mo. The date that the full rent payment is first due will be May 1, 2026 and continuing for the rest of the term.

Should the Renewal Option be exercised, the full monthly rent shall increase to \$10.50/sf (which is a 5% increase from the first term) which will be \$3,937.50/mo.

<b>Rent Schedule</b>			
<b>Rent</b>	<b>Bill Date</b>	<b>Due Date</b>	<b>Late Fee Assessed</b>
February	January 1, 2026	February 1, 2026	February 15, 2026
March	February 1, 2026	March 1, 2026	March 15, 2026
April	March 1, 2026	April 1, 2026	April 15, 2026
May	April 1, 2026	May 1, 2026	May 15, 2026
June	May 1, 2026	June 1, 2026	June 15, 2026
July	June 1, 2026	July 1, 2026	July 15, 2026
August	July 1, 2026	August 1, 2026	August 15, 2026
September	August 1, 2026	September 1, 2026	September 15, 2026
October	September 1, 2026	October 1, 2026	October 15, 2026
November	October 1, 2026	November 1, 2026	November 15, 2026
December	November 1, 2026	December 1, 2026	December 15, 2026
January	December 1, 2026	January 1, 2027	January 15, 2027

3.2. Payment of Rent. Rent shall be payable in equal monthly installments, in advance, on the first day of each calendar month during the Term. All Rent and other amounts payable by Tenant at the address specified in Section 12.1 or such other place as Landlord may designate in writing.

3.3. Property Taxes. Tenant shall be responsible for paying their proportional cost of property taxes for the Premises.

#### **ARTICLE 4. UTILITIES**

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

#### **ARTICLE 5. USE OF PREMISES**

5.1. Permitted Use. Tenant shall use and occupy the Premises solely for use as a bar and grill venue. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's use of the Premises shall comply with all applicable laws, ordinances, rules, and regulations of the City of Davenport and the state of Iowa.

5.1.1. 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 before installation, whether affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval. In addition, Tenant is reminded that the City’s Design Review Board must

review and approve of all exterior improvements and that the building is designated as historic.

5.2. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises, including any requirements or regulations specific to Tenant's status as a non-profit organization. Landlord shall be responsible for ensuring that the Building and Common Areas comply with all applicable laws, including the Americans with Disabilities Act (ADA), except to the extent that any non-compliance is caused by Tenant's specific use of the Premises or any Alterations made by Tenant.

## **ARTICLE 6. TEMPORARY SUSPENSION OF USE DUE TO FLOODING**

6.1. Notwithstanding any other provision in this Lease, Tenant's right to use, occupy, or access the Premises shall be temporarily suspended during periods of significant flooding, as defined below.

6.2. For purposes of this Lease, "significant flooding" means:

6.2.1. The issuance of a flood warning by the National Weather Service for the county in which the Premises is located;

6.2.2. Water levels on the Premises;

6.2.3. A declaration of a state of emergency due to flooding by the Governor of Iowa or local officials with jurisdiction over the Premises.

6.3.3. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

6.4. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated, and it is safe to resume use of the Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

6.5. Landlord shall not be liable for any loss, injury, or damage to person or property resulting from significant flooding or the temporary suspension of use under this Section.

6.6. Landlord shall calculate the pro-rated amount of rent for the time that use of the Premises is suspended due to flooding. That amount shall be credited to the rent due in the month following the significant flooding event.

## **ARTICLE 7. MAINTENANCE AND REPAIRS**

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Alterations (as defined in Article 8), in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance, repairs, and replacements within the Premises, including, but not limited to, interior walls, floors, ceilings, windows, doors, and lighting fixtures.

7.2. Landlord's Obligations. Landlord shall, at its sole cost and expense, keep and maintain the Common Areas, the structural elements of the Building (including the roof, foundation, and load-bearing walls), and the Building's mechanical, electrical, and plumbing systems in good condition and repair, except to the extent that any such repairs are necessitated by the negligence or willful misconduct of Tenant or Tenant's agents, employees, or invitees, in which case Tenant shall be responsible for the cost of such repairs.

7.2.1. Landlord agrees to complete repairs already scheduled in a timely manner. This work includes installation of damper controls on the shared HVAC system, the replacement of exterior windows minus the storefront windows, tuckpointing of the interior walls, and the installation of new flooring. As work on several of these items will likely not have started before date of possession, Tenant hereby acknowledges and will comply with requests to temporarily close, move items and equipment, clean and otherwise repair minor damage caused by construction of these improvements and repairs. The first four months of possession are rent free which is acknowledged as compensation for these disruptions in Tenant's space preparation and operation.

## **ARTICLE 8. ALTERATIONS**

8.1. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant acknowledges that the Freight House has been designated as a historical place and that many alterations may need approval by the Davenport Historical Preservation Commission or Design Review Board. Tenant agrees to obtain that approval, when necessary, before any alterations are made to the Premises. All Alterations shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be completed free of liens. Tenant shall provide Landlord with detailed plans and specifications for any proposed Alterations and shall obtain all necessary permits and approvals before commencing any work.

8.2. Ownership of Alterations. All Alterations made by or on behalf of Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove any such Alterations, in which case Tenant shall remove the same at Tenant's sole cost and expense and restore the Premises to their prior condition. Landlord shall notify Tenant at the end of the Term whether such Alterations will be required to be removed at the end of the Term.

## **ARTICLE 9. INSURANCE AND INDEMNIFICATION**

9.1. 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 in which the Leased Premises are located.

9.2. Tenant's Insurance. The Tenant 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 Lease whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

9.2.1. 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.

**Commercial General Liability**

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

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

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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<b>Excess Liability Umbrella</b>	\$1,000,000
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**Statutory Worker's Compensation** with waiver of subrogation in favor of the City.

9.2.2 Contractual Liability: the insurance required under this section shall:

1. **be Primary insurance and non-contributory.**
2. **include contractual liability insurance coverage for the Tenant's obligations under the paragraph 7.1.**

9.3 Certificates of Insurance. Certificates of Insurance, acceptable to the Landlord indicating insurance required by the Contract is in force, shall be filed with the Landlord prior to approval of the Contract by the Landlord. The Tenant 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 Landlord. The Tenant will accept responsibility for damages and the Landlord's defense in the event no insurance is in place and the Landlord has not been notified.

9.4. Mutual Waiver of Subrogation. Landlord and Tenant each hereby release the other, and the other's partners, shareholders, officers, directors, agents, and employees, from any and all liability for any loss or damage to the extent such loss or damage is covered by the releasing party's insurance, regardless of the cause of such loss or damage. Each party shall cause its insurance policies to include a waiver of subrogation endorsement or clause.

9.5. Indemnification. To the fullest extent permitted by the law, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to: (i) Tenant's use or occupancy of the Premises; (ii) any negligent or willful act or omission of Tenant or Tenant's agents, employees, or invitees; or (iii) any breach or default by Tenant in the performance of its obligations under this Lease. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord for any claims, actions, damages, liabilities, or expenses to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees, or contractors.

## **ARTICLE 10. DAMAGE OR DESTRUCTION**

10.1. Landlord's Responsibilities. At its cost and expense, the Landlord agrees to maintain the roof, walls, and foundation of the 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 consequently, the Tenant is compelled to discontinue business in the 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 deduct such amount from the next month's rent in addition to any other right or remedy available.

10.2. Termination. In the event of destruction of the Premises or the building containing the same during the said term, which requires repairs to either said 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 Premises. Further, in the event of flooding, rent shall be abated during that period when the Leased Premises are declared unfit for occupancy by any authorized public authority.

## **ARTICLE 11. ASSIGNMENT AND SUBLETTING**

11.1. Restriction on Transfer. Tenant shall not assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any interest herein, or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any request for Landlord's consent shall be accompanied by detailed information about the proposed assignee or subtenant, including financial statements, business history, and intended use of the Premises.

11.2. Landlord's Recapture Right. Notwithstanding anything to the contrary in Section 9.1, Landlord shall have the option, exercisable by written notice to Tenant within thirty (30) days after receipt of Tenant's notice of a proposed transfer, to recapture the space proposed to be transferred. If Landlord exercises this option, this Lease shall terminate with respect to the space proposed to be transferred as of the date specified in Landlord's notice.

11.3. Permitted Transfers. Notwithstanding Section 11.1, Tenant may, without Landlord's prior written consent, assign this Lease or sublet all or a portion of the Premises to (i) an entity controlling, controlled by, or under common control with Tenant, (ii) an entity resulting from a merger or consolidation with Tenant, or (iii) an entity acquiring all or substantially all of Tenant's assets, provided that such entity has a net worth at least equal to that of Tenant as of the date of such transfer.

## ARTICLE 12. DEFAULT AND REMEDIES

12.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant:

- (a) Failure to pay any installment of Rent or any other amount due hereunder within five (5) days after the same is due and payable;
- (b) Failure to perform any other term, condition, or covenant of this Lease, which failure continues for more than thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;
- (c) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property;
- (d) The making by Tenant of an assignment for the benefit of creditors; or
- (e) The abandonment or vacation of the Premises by Tenant.

12.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

- (a) Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant shall immediately surrender the Premises to Landlord; or
- (b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Iowa.

12.3. Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant.

12.4. 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.

## ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Landlord: City of Davenport  
226 W 4<sup>th</sup> Street  
Davenport, Iowa 52801  
Attention: Revenue Department

To Tenant: BZE Holdings, Inc.  
[TENANT'S ADDRESS]  
Attention: President/CEO

13.2. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Iowa. Any disputes arising under this Lease shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration, in accordance with the rules of the American Arbitration Association.

13.3. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13.4. Entire Agreement. This Lease, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.

13.5. Amendments. This Lease may not be amended, modified, or supplemented except by a written instrument signed by both Landlord and Tenant.

13.6. Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.7. Waiver. No waiver of any provision of this Lease shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

13.8. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9. Authority. Each party represents and warrants that it has full power and authority to enter into this Lease and that the person signing on its behalf has been duly authorized to do so.

13.10. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Lease, except in cases of gross negligence or willful misconduct.

13.11. Compliance with Municipal Regulations. Landlord represents and warrants that it has full authority to enter into this Lease and that this Lease complies with all applicable municipal laws, regulations, and policies governing the leasing of City-owned property. Tenant acknowledges that this Lease may be subject to additional municipal requirements and agrees to cooperate with Landlord in complying with any such requirements.

13.12. Dispute Resolution. In the event of any dispute arising out of or relating to this Lease, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in

accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.

13.13. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

13.14. Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without Landlord's written consent, such occupancy shall be a tenancy at sufferance, and Tenant shall pay Rent at 150% of the rate in effect immediately prior to such holding over, computed on a monthly basis for each month or partial month of the holdover period. No holding over by Tenant shall operate to extend the Term of this Lease.

13.15. Estoppel Certificates. Tenant shall, within ten (10) business days after written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying such information as Landlord may reasonably request, including but not limited to the following: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) the date to which the Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (d) such other matters as Landlord may reasonably require.

13.16. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing all of the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term, subject to the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Office Lease Agreement as of the date first written above.

LANDLORD:  
CITY OF DAVENPORT

By: \_\_\_\_\_  
Name: Mike Matson  
Title: Mayor

By: \_\_\_\_\_  
Name: Daniel Darland  
Title: Riverfront Improvement Commission  
Chair

TENANT:  
BZE Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Davenport

Department: Administration  
Contact Info: |

**Action / Date**  
**8/26/2025**

Subject:  
Vacancy in Union Station

Recommendation:

Background:

Attachments:  
None

Park and Recreation Advisory Board  
August 2025  
Staff Report

General Operations & Maintenance

- Staff were busy clearing debris from a tornado that ran through Emeis Park.
- Staff replaced all basketball nets in city parks.
- Staff were busy cleaning the recreational trails after multiple rain events last month.
- Staff completed another successful season of support to Party in the Park special events.
- Staff remain busy assessing and repairing vandalism.
- Staff were busy mulching the Credit Island Park playground, Fejervary Learning Center and playground, and Gayman Park.

Community Events

- City of Davenport River Bandits Night | Friday, 8/22 | Modern Woodmen Park
- Back to School Skate | Saturday, 8/23 | The River's Edge
- Big 9 Concert- Steely Dane w/ QC Rock Academy | Saturday, 8/30 | Credit Island Park
- Picnic in the Park | Friday, 9/5 | Vander Veer Botanical Park
- Dogs Day in the Park | Saturday, 9/6 | Centennial Dog Park
- Harvest Festival | Saturday, 9/13 | Fejervary Learning Center