

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

Tuesday, May 26, 2026; 5:00 PM

City Hall | 226 West 4th Street | Council Chambers

- I. Call to Order
- II. Approval of Minutes
  - Minutes from the April 28 meeting
- III. Finance
  1. Financial Report
- IV. Leases
  1. Marine Specialties
  2. Lake Davenport Sailing Club
- V. Old Business
  1. Public Art in Main Street Landing
  2. Former Levee Inn
- VI. New Business
  1. Union Station - 2nd floor space
- VII. Staff Report
  1. Concert update
  2. Riverfront Property - Informal Review
- VIII. Parks Advisory Board Report
  1. PAB Summary - May 2026
- IX. Public with Business
- X. Adjournment | Next Meeting: 5:00 pm, June 23, 2026 at Police Community Room



City of Davenport

Department: Community & Economic Development

Contact Info: |

Subject:

Minutes from the April 28 meeting

**Action / Date**

**5/26/2026**

Attachments:

1. Minutes 4.28.26



**Riverfront Improvement Commission**  
Minutes  
April 28, 2026

**Present:** Andrea Olson, Angela Stone, Mary Pruess, Scott Pettis, Dale Gilmour, Dan Darland, Gwendolyn Lee, Paul Reinartz, Kelli Grubbs, and Carton Wills.

**Others Present:** Christopher Meyer, Parks Advisory Board Liaison, Bruce Berger, C&ED, representative from Lake Davenport Sailing Club (Don Allebach).

**Absent:** Dan Darland, Ald. Kyle Gripp (Note: 11-person Commission)

Vice-Chair Olson called the meeting to order at 5:00 p.m.

Approval of Minutes

Olson asked for approval of the minutes from the March 24, 2026 meeting. Grubbs motioned to approve the minutes; Lee seconded. The motion was approved.

Finance Reports

There were no questions on the financial report.

Leases

A draft of a new proposed 20-year lease with Lake Davenport Sailing Club (LDSC) was reviewed. Staff read excerpts from an email from LDSC with several changes to the draft that they request. In general, there was consensus from the Commission, with the desire to see a revised draft mid-May so that both the Commission and the LDSC could review before the Commission's May meeting. It was reminded that the 20-year term will require City Council approval and that the current lease ends on June 30.

In a similar way, Berger noted that two other lease renewals/extensions (Marine Specialties & One River Place parking) are anticipated to be sent out in advance of the May Commission meeting for action on May 26 as well.

Old Business

**Former Levee Inn** – a proposal solicited by staff to hire an A&E firm to prepare a feasibility study to analyze the existing structure, design, and cost estimate three options was reviewed. Subject to a revision requiring completion of the work within 60 days, Grubbs made motion and Pruess seconded acceptance of the proposal. The motion passed. If the work cannot be completed

within 60 days, the Commission asked staff to negotiate a reasonable alternative deadline and to solicit remote approval, so as to not lose an entire month until the next meeting.

**2<sup>nd</sup> floor of Union Station** – Olson reported that the Farmer’s Market is interested, though their concept would need the first-floor space. A meeting with the tenant has been scheduled for early May.

**Art in Main Street Landing** – per request, staff provided a brief update on the current status of this project. In short, a Glass artist proactively pitched the concept for a large public art installation in Main Street Landing. On December 10, the City Council adopted a Resolution of agreement and support for Hot Glass, Inc.’ s fundraising efforts for a public art display at Main Street Landing. There would be no funding from the City for the art. During discussion, it was asked if staff could provide further information regarding whether there are other pieces of public art on the riverfront; is there a policy or process regarding public art on City ground; and to invite the artist to come to a future Commission meeting and present the proposed art.

Regarding an **informal (information) review** during Commission meetings of one-mile sections of the riverfront regarding current ownership, use, and limitations, with an eye towards potential future use, the meeting was running a bit long, so it was decided to try again at the May meeting.

Relatedly, Olson and staff are continuing to work with a **potential business prospect** that is seeking an appropriate site ideally along the riverfront.

#### New Business

**Union Station Flood-Improvements** – a hardcopy of the proposed plans was distributed as it is being submitted to FEMA for approval. If all proceeds in a timely manner, work could begin as soon as late summer or early fall. Staff noted that it will preclude vehicles from driving around the south side of the Union Station and Package Express buildings.

#### Staff Report

No items this month

#### Parks Advisory Board Report

Meyer shared updates from the April PAB.

With no further business, Churchill motioned and Stone seconded a motion to adjourn the meeting. The motion was approved and adjourned at 6:07 p.m.

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Mary Pruess, Secretary

City of Davenport

Department: Community & Economic Development  
Contact Info: |

**Action / Date**  
**5/26/2026**

Subject:  
Financial Report

Recommendation:

Background:

Attachments:

1. May Report - FY 2026 RIC CASH

**RIC CASH BALANCE  
FISCAL YEAR 2026**

July	293,134.82
August	292,053.37
September	254,193.58
October	300,376.03
November	312,190.68
December	335,228.29
January	348,387.12
February	345,639.92
March	369,201.89
April	376,769.83
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	313,086.18 *

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

City of Davenport

Department: Community & Economic Development  
Contact Info: |

**Action / Date**  
**5/26/2026**

Subject:  
Marine Specialties

Recommendation:

Background:

Attachments:

1. Marine Specialties Lease- DRAFT\_
2. Marine Specialties Lease - Exhibit A

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this May 26, 2026, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission ("Landlord"), and MARINE SPECIALTIES, an Iowa for profit business ("Tenant").

### ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following described real estate situated in Davenport, Iowa (the "Premises"):

The parcel located at 935 East River Drive, Davenport, Iowa, containing a portion (approximately 30,000 sq. ft.) of the 112,674 sq. ft. of land, workshop (west) building, one lifting crane, a perimeter fence, and boat docks attached to the U.S. Government seawall as per Exhibit A. With the improvements thereon and all rights, easements and appurtenances thereto belonging, including the space and premises if and as may be attached hereto.

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

2.1. Term. The term of this Lease (the "Term") shall commence on July 1, 2026, (the "Commencement Date") and shall expire on June 30, 2029, 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.

2.3.1. The parties agree that buildings and crane shall be considered personal property and not fixtures or real property. Ownership of these items of personal property is hereby transferred to Tenant "As is, Where is" with no warranties express or implied, including, but not limited to those related to fitness for a particular purpose. Landlord shall have the right of first refusal to purchase for \$1.00 the current buildings, any other improvements to the real estate including future buildings or fixtures, and/or the crane if Tenant decides to remove the items or at the termination of this Lease Said election shall be made in writing.

### ARTICLE 3. RENT

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

July 2026 - June 2027 - Annual: \$12,600.00  
July 2027 - June 2028 - Annual: \$13,200.00  
July 2028 - June 2029- Annual: \$13,800.00

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

August	August 1	August 31	September 15
September	September 1	September 30	October 15
October	October 1	October 31	November 15
November	November 1	November 30	December 15
December	December 1	December 31	January 15
January	January 1	January 31	February 15
February	February 1	February 28	March 15
March	March 1	March 31	April 15
April	April 1	April 30	May 15
May	May 1	May 31	June 15
June	June 1	June 30	July 15

3.2. Payment of Rent. Beginning on July 1, 2026, the Landlord will bill the tenant for July rent. Bills will be mailed on the first of each month and due by the last day of that month according to the following schedule. A late payment of ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the fifteenth (15th) day of the month following the due date. All Rent and other amounts payable by Tenant at the address specified in Section 13.1 or such other place as Landlord may designate in writing.

3.3. Under Occupancy Surcharge. A thirty percent surcharge shall be added to the monthly rent amount if during the preceding 180 days a going business concern offering services related to Mississippi River related activity to the public is not using the space. Landlord also maintains the right to require monthly status meetings with the Tenant during the period of the under occupancy to determine whether Tenant is making satisfactory progress in attaining meeting these standards.

Regardless of any other provision of the documents between the parties, failure to meet the occupancy threshold described above for 12 consecutive months shall be a material default and Landlord shall give Notice of Default to Tenant. Upon receipt of such Notice, Tenant may present a request to the City for renegotiation of the occupancy requirement. After delivery of the Notice of Default for under occupancy, the Landlord shall have the right to re-enter the Premises and terminate the Lease under the following circumstances:

- A) If no request for renegotiation is presented in 10 days; or
- B) If the renegotiation fails after 30 days for any reason and no cure is made.

3.4. Taxes. All prorated real estate taxes (based on the rented area in this lease), levied, or assessed by a lawful authority against said property or improvements shall be timely paid by the Tenant.

#### **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.

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

5.1. Permitted Use. Tenant shall use and occupy the Premises for purposes and for activities directly related to general marine and marina business, including the servicing, leasing, selling, renting, storage, and docking of boats, and the sale of marine products and equipment, fuel, and lubricants, as well as the installation and operation of boat haul-out facilities and any other related activity.

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. Tenant agrees to include information regarding the Premises in its advertisements, publication, and other printed, broadcast, and web-based materials which identify the location of facilities that provide tourist and visitor information.

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.

## **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.

## **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 on the Premises.

## **ARTICLE 8. ALTERATIONS**

8.1 Definitions. For purposes of this Lease Agreement, an "Alteration" shall mean any change, addition, improvement, or modification by Tenant to the Premises, including but not limited to:

8.1.1. Any change or modification to Premises;

8.1.2. Installation or removal of any fixtures, equipment, or appliances that are affixed to the Premises;

8.2. Exclusions. Routine maintenance, repairs, and decorative changes, to the Premises shall not be considered Alterations for the purposes of this Agreement.

8.3. 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.

## **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 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>\$3,000,000</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:

**be Primary insurance and non-contributory.**

**include contractual liability insurance coverage for the Lessee's obligations under the paragraph 7.5.**

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 Lessee 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. TERMINATION**

10.1. Termination. In the event of destruction of the Premises, which requires repairs to the Premises, the Tenant shall give the Landlord written notice of the necessity of said repairs. 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 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, 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, including financial statements, business history, and intended use of the Premises.

## **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:

12.1.1. Failure to pay any installment of Rent or any other amount due hereunder within five (5) days after the same is due and payable;

12.1.2. 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;

12.1.3. 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;

12.1.4. The making by Tenant of an assignment for the benefit of creditors; or

12.1.5. 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:

12.2.1. Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant shall immediately surrender the Premises to Landlord; or

12.2.2. 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's use of outside counsel in 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, IA 52801  
Attention: Finance Manager

To Tenant: Lake Davenport Sailing Club  
1820 Grant Street, PO Box 5013  
Attention: Commodore

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, by providing Landlord with at least three months' prior written notice and paying to Landlord a termination fee equal to three months' 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 hereto set their hands and seals on the day and year above written.

RIVERFRONT  
IMPROVEMENT COMMISSION

MARINE SPECIALTIES

\_\_\_\_\_  
Daniel Darland, Chair

\_\_\_\_\_  
Chad Rugeberg, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathy Rugeberg, Owner

\_\_\_\_\_  
Date

# Exhibit A – Marine Specialties Lease Area



City of Davenport

Department: Community & Economic Development

Contact Info: |

**Action / Date**

**5/26/2026**

Subject:

Lake Davenport Sailing Club

Recommendation:

Background:

Attachments:

None

City of Davenport

Department: Community & Economic Development  
Contact Info: |

**Action / Date**  
**5/26/2026**

Subject:  
Public Art in Main Street Landing

Recommendation:

Background:

Attachments:

1. Art in MSL - Council Resolution

City of Davenport

Department: Administration  
Contact Info: Hanna Whitehurst | 563-888-2163

**Action / Date**  
**12/3/2025**

**Subject:**

Resolution of agreement and support for Hot Glass, Inc's fundraising efforts for a public art display at Main Street Landing. [Ward 3]

**Recommendation:**

Adopt the Resolution.

**Background:**

Hot Glass, Inc, a local nonprofit glassblowing studio, has proposed the design, fabrication, and installation of a public art piece at Main Street Landing. In September 2025, City staff met with Council Members to review the concept. The proposed artwork is intended to serve as a prominent visual feature at the park's entrance, contributing to the cultural vibrancy of the area and enhancing the visitor experience.

Hot Glass, Inc. plans to pursue grant funding and private donations to fully support the project, including design, fabrication, installation, and all associated costs. To advance fundraising efforts, the organization is requesting a Resolution of support and acceptance from the City Council. This Resolution outlines the City's conditions for supporting the project and formally acknowledges the City's expectations for long-term safety, maintenance, and sustainability of the installation.

**Attachments:**

1. Resolution

Resolution No. \_\_\_\_\_

Resolution offered by Alderwoman Newton.

RESOLVED by the City Council of the City of Davenport, Iowa.

RESOLUTION of agreement and support for Hot Glass Inc.'s effort to fundraise for a permanent public art sculpture at Main Street Landing (the "Artwork").

WHEREAS, Hot Glass Inc., a local nonprofit glassblowing studio, is seeking to design, fund, and install the Artwork at Main Street Landing, a new riverfront park under development by the City of Davenport; and

WHEREAS, the proposed Artwork will serve as a significant visual feature at the park's entrance, enhancing the community's cultural landscape and providing a unique experience for residents and visitors; and

WHEREAS, Hot Glass Inc. intends to raise funds through grants and private contributions to fully finance the fabrication, installation, and associated costs of the artwork (the "Project"); and

WHEREAS, the City of Davenport acknowledges that successful grant and funding applications require the City's commitment as a partner in the Project; and

WHEREAS, it is in the best interest of the City to outline the conditions of support and acceptance of the Artwork to ensure the long-term safety, quality, and sustainability of the installation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that:

1. The City of Davenport formally supports Hot Glass Inc. in its pursuit of grant opportunities, sponsorships, and private fundraising to complete the design, fabrication, and installation of the Artwork.
2. Upon successful completion of the Project at the approved site, and upon City inspection and approval, the City of Davenport shall accept ownership of the Artwork as a permanent feature of Main Street Landing.
3. Prior to fabrication and at the time when 66% of the estimated total Project cost has been secured (\$165,000), Hot Glass Inc. shall submit the final design, material specifications, engineering details, and installation for the Artwork and its supporting improvements to City staff for review and approval by the appropriate departments and boards. The City reserves the right to request reasonable modifications to ensure public safety, accessibility, and alignment with the park's design standards.
4. The Artwork shall meet the following specifications unless otherwise approved by the City:
  - Height between 7 and 8 feet, and width between 24 and 27 feet.

- Constructed with durable, weather- and impact-resistant materials approved by the City's engineering staff.
- Any glass components shall be encased in shatter-resistant film to ensure public safety and durability.

5. The City shall reserve space at Main Street Landing, mutually agreed upon by both parties, for the future installation of the Artwork and will allow for the initiation of necessary groundwork once Hot Glass Inc. has secured at least 75% (\$187,500) of the total project budget, currently estimated at \$250,000. Hot Glass Inc. shall notify the City in writing upon achieving this fundraising threshold.

6. Prior to installation of the Artwork, Hot Glass Inc. shall provide proof of general liability insurance coverage and workers compensation insurance in amounts acceptable to the City's Risk Management Division, naming the City of Davenport as an additional insured. Hot Glass Inc. shall indemnify and hold harmless the City, its officers, employees, and agents from any claims, damages, or liabilities arising out of the design, fabrication, transportation, or installation of the Artwork in connection with the Project.

7. Hot Glass Inc. may install a small plaque or marker with the installation of the Artwork identifying the artist(s), project partners, and funding sources, subject to City approval of the plaque's design, content, and placement.

8. The City shall waive all municipal permit fees associated with the installation of the Artwork at Main Street Landing. Hot Glass Inc. shall be responsible for obtaining all other necessary approvals or clearances related to construction and installation for the Project. Hot Glass Inc. agrees that it shall comply with all city, state, and federal laws, rules, processes, and regulations associated with the project.

#### 9. Fundraising Milestones; Expiration of Support.

- Hot Glass Inc. shall use diligent, good-faith efforts to secure project funding. As a condition of the City's continued support and any site reservation:
- Hot Glass Inc. shall secure at least sixty-six percent (66%) of the estimated total Project cost within two (2) years of the date of this Resolution; and
- Hot Glass Inc. shall secure at least seventy-five percent (75%) of the estimated total Project cost and obtain City approval of the final design, material specifications, engineering details, and installation plan within three (3) years of the date of this Resolution.

If these milestones are not met, the City's commitments under this Resolution, including any site reservation, shall automatically expire without further action of the City Council.

10. Nothing in this Resolution shall preclude the City from soliciting, considering, or approving other public art proposals or improvements at Main Street Landing. However, the provisions of this Section shall not take effect until two (2) years after the date of adoption of this Resolution. Upon becoming effective, if the City receives a fully funded proposal for a public art installation that would materially conflict with the location contemplated for the Hot Glass Inc. project, the City may:

- offer Hot Glass Inc. an alternative location within the park or at another City facility; or
- terminate this Resolution and any conditional reservation, upon written notice to Hot Glass Inc., if the City Council determines that the alternative proposal better serves the public interest.

11. Nothing in this Resolution shall be construed to grant Hot Glass Inc. a leasehold, easement, license, or other property interest in Main Street Landing, or to confer any exclusive right to use any particular location within the park. The City's support under this Resolution is policy guidance only and may be modified by subsequent action of the City Council.

12. Upon formal acceptance of the artwork, the City of Davenport shall assume responsibility for ownership, routine maintenance, and upkeep of the Artwork. Prior to acceptance, Hot Glass Inc. shall provide the City with a maintenance and care plan, including recommended materials, procedures, and inspection intervals to ensure long-term preservation of the Artwork

13. No City funds shall be used for the design, fabrication, or installation of the artwork, other than staff time, permit fee waivers, and basic site preparation.

Passed and approved this 10th day of December, 2025.

Approved:

Attest:

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Mike Matson  
Mayor

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Brian Krup  
Deputy City Clerk

City of Davenport

Department: Community & Economic Development

Contact Info: |

**Action / Date**

**5/26/2026**

Subject:

Former Levee Inn

Recommendation:

Background:

Attachments:

1. Levee Inn - Streamline Feasibility Proposal - Accepted May 2026



α: 1800 River Drive | Moline, Illinois  
α: 1210 US-6, Suite 400 | Iowa City, Iowa  
p: (563) 345-2724  
w: streamlinearchitects.com

## Levee Inn - Riverfront Hot Dog stand Proposal for Architectural Design Services

April 14th, 2026

### Project Summary

The feasibility study for the renovation of the existing Levee Inn (Riverfront Hot Dog stand) in Davenport. Feasibility will include analysis of the existing structure, design, and cost estimating for the following three options:

1. **Restored Artifact:** Renovation of the Existing building shell to be structurally sound with exterior cosmetic enhancements. Building will remain unconditioned with no water, electrical, or sewer services. Building's intended use would be to serve as a shelter that could be opened to sell packaged goods only..
2. **Restored Concessions Amenity building:** Renovation of the Existing building shell and interior improvements to be an occupied concessions building. New electrical, water and sewer service to the building. Exterior improvements include new windows, door, paint, and lighting. Interior finishes to be health code compliant including three compartment sink, hand sink and power for concessions equipment. Building's intended use is to prepare and serve food and beverages.
3. **Historic Municipal Inn Concessions building:** Renovation of the Existing building shell and interior improvements to be an occupied space. New electrical, water and sewer service to the building. Exterior improvements include new historically significant windows and door, art moderne paint scheme, lighting complimentary of the original structure, urns on the corners of the roof, and sign with flag poles similar to the original building. Interior finishes to be health code compliant including three compartment sink, hand sink and power for concessions equipment. Building's intended use is to prepare and serve food and beverages.

The design team will develop concepts and cost estimates for each option. This feasibility study will focus on architectural site plan & floor plan design, concept renderings, and an estimate of proposed costs based on historical data.

### Overview

Streamline submits a Fixed Fee proposal to perform the Feasibility Study. A separate proposal will be provided upon request to the owner at the conclusion of this study to develop the design and Construction Documents for final bidding, permitting, and construction.

### Feasibility Study

During the Feasibility Study, the design team will review the program provided by City of Davenport staff, develop a 3D model of the existing building and site, and develop the three concepts for the proposed renovations and addition. Deliverables provided to the Client will include architectural site plan, floor



plans, concept renderings and an estimate of probable costs for each option. The Feasibility Study will incorporate information provided by the Client and research compiled by the design team.

- **Introductory Meeting:** Streamline and the Clients will meet to discuss the project program and design intent. The Client will share their visions for the building and the circumstances leading to this project. The Architect will review the existing space and collect photographs of all spaces. Structural Engineer will review and document the existing structure.  
*The goal of the meeting is to gather information sufficient to proceed with design efforts.*
- Streamline will create a digital 3-D model of the building's interior and exterior based on the information gathered during field work, the existing site conditions, and information provided by the Client.
- The design team will develop the proposed floor plans and exterior design schemes using the client's program and needs for the facility. The Design team will prepare a construction scope for each option to review.
- **Design Meeting #1:** The design team will meet with the Clients and present the proposed options for re-use of the existing Levee Inn. Deliverables will include architectural site plan, floor plans, concept renderings, and list of proposed construction scope for each option. Structural Engineer will provide the existing building assessment report to review. The Client will offer design feedback on the proposed options.
- The design team will incorporate the Client feedback from the Design Meeting into design documents for the owners consideration.
- The design team will develop an estimate of probable costs for each option to be reviewed by the clients.
- **Design Meeting #2:** The design team will meet with the Clients and review the cost estimates for each option. Deliverables will include architectural site plan, floor plans, concept renderings, and cost estimates. The Client will offer feedback of the proposed options.
- The design team will develop the final presentation including architectural site plan, floor plans, concept renderings, and estimate of probable costs for review by the client. Deliverables will be emailed to the client.

If additional options or presentation meetings beyond the efforts listed above are requested they will be an additional service and may be performed on an hourly basis. See Compensation below.

*to complete Feasibility Study phase:*

*60 hours, estimated*

## Feasibility Study Schedule

Compensation for Architectural & Engineering services shall be based on the following schedule:

- Introductory Meeting (Week of May 11th)
  - Streamline, Staff, and Chair/Vice Chair of Levee Improvement Commission



- Design Meeting #1 (Week of June 8th)
  - Streamline, Staff, and Chair/Vice Chair of Levee Improvement Commission
- Design Meeting #2 (Week of June 29th)
  - Streamline, Staff, and Chair/Vice Chair of Levee Improvement Commission
- Final Deliverables sent (Week of July 6th)

## Compensation for Architectural Services

Compensation for Architectural services shall be billed monthly in accordance with the following:

Feasibility Study phase - Architecture	\$8,400
Structural Engineering - Building Assessment (Carr Engineering)	<u>\$1,200</u>
	<b>\$9,600 Fixed Fee</b>

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Compensation for any additional services will be billed at Streamline's standard hourly rate, as indicated below.

### Streamline Architects 2026 standard hourly rates:

Principal Architect	\$225 per hour
Senior Architect   Studio Director	\$185 per hour
Senior Architect	\$175 per hour
Project Architect	\$160 per hour
Senior Project Manager	\$145 per hour
Project Manager	\$130 per hour
Graphic Designer	\$100 per hour
Interior Design Library Manager	\$100 per hour
Design Professional	\$75 per hour

Compensation for professional services will be invoiced monthly and are due within 30 days. Streamline reserves the right to require full payment of outstanding balances prior to publication of the design documents. Payments by cash/check will be accepted at our office, or online via credit card or ACH. Transaction fees and postage are paid by the Client. Additional fees may apply if paying online. Failure to pay invoices within 30 days will receive a 10% compounded interest charge.

If this project is canceled by the Client after they offer the Authorization to Proceed and prior to the Completion of Construction, Streamline will invoice the Client for the services performed up to the date of cancellation at the rates listed.



## Acceptance of Proposal

The aforementioned Project Description, Scope of Services, and Compensation are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above. By signing this proposal, the client confirms their ability to meet net-30 payment terms and that sufficient financial resources for full payment are accessible.

Signature: B. Gerlach

Date: 5.13.26.

Name: Basia Gerlach.

Organization: City of Davenport.

Billing Address: 226 W 4th St.  
Davenport, IA 52801.

Phone: 563-326-7727

Email for Billing: Basia.Gerlach@davenportiowa.com

Is this project confidential? (circle)      yes or no

City of Davenport

Department: Community & Economic Development  
Contact Info: |

**Action / Date**  
**5/26/2026**

Subject:  
Union Station - 2nd floor space

Recommendation:

Background:

Attachments:  
None

City of Davenport

Department: Community & Economic Development

Contact Info: |

**Action / Date**

**5/26/2026**

Subject:

Concert update

Recommendation:

Background:

Attachments:

None

City of Davenport

Department: Community & Economic Development

Contact Info: |

**Action / Date**

**5/26/2026**

Subject:

Riverfront Property - Informal Review

Recommendation:

Background:

Attachments:

None

# Park and Recreation Advisory Board

## May 2026

### Staff Report

Following are highlights from the May PAB meeting:

- Supervisors are actively recruiting for empty positions.
  - Open positions include: 2-Mowers, 3-Custodians, 1-Baseball Maintenance, 1-Pool Maintenance, 2 – Park Maintenance, 2- Horticulture Techs, 15-20 Lifeguards, 1-2 Ice Resurfacing Drivers and 1-2 Concession Attendants at The River's Edge
- As part of the Riverfront Quiet Zone: Marquette St is closed at River Drive for railroad crossing quiet zone construction as of May 13. To get to Centennial Park, the Dog Park, Recycling Drop-off, and the boat ramp, take Gaines to Beiderbecke to Marquette. This project will move east to Mound Street over the coming months along the railroad tracks so access to riverfront will be detoured as needed.
- Kites on the River (4/26) came back again this year! Last year, approximately 50 kites were flown; this year well over 75 kites were in the air over Centennial Park. This event will be back in 2027.
- The River's Edge will host Take Me Out to the Ballgame themed public skate on Saturday, 6/20 2PM-4PM.
- All spray parks and splash pads will be turned on Memorial Day weekend (weather permitting).