



City of LeClaire, Iowa
City Council -Committee of the Whole Meeting Agenda
Monday, March 15, 2021 – 6:00 p.m.
(immediately following the City Council Meeting)
Council Chambers
325 Wisconsin St
LeClaire, IA
[Electronic Attendance Link](#)

I. Call to Order with Roll Call

II. Discussion Items:

- A. Council Liaison Update if Needed
- B. LeClaire Community Improvement Corporation Lease
Chris Ball, City Administrator, will present a request to renew a lease with LCIC at Albert Gross School.
- C. City Administrator Report
Chris Ball, City Administrator, will present the bi-monthly Administrator's report.
- C. Executive Session per Iowa Code 20.17(3)
Dennis Gerard, Mayor Pro Tem, to motion for Executive Session per Iowa Code 20.17(3) for Review and Discuss Collective Bargaining Agreement Strategies

III. Adjournment

Title VI Notice to the Public

It is the policy of the City of LeClaire to assure full compliance with Title VI of the Civil Rights Act of 1964. Related statutes and regulations provide that no person shall on the basis of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity conducted by the City. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact the City Administrator for the City of LeClaire at (563)-289-4242.

THE ALBERT GROSS SCHOOL LEASE AND AGREEMENT

THIS LEASE AGREEMENT, in duplicate, made and entered into this 18th day of February, 2020, by and between the **City of LeClaire, Iowa**, hereinafter called the "Landlord", and the **LeClaire Community Improvement Corporation (L.C.I.C.)**, hereinafter called the "Tenant", WITNESSETH THAT:

1. The landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the property locally known and legally described as follow: The Albert Gross School, being a three story building whose lineal dimensions are ninety-five feet (95') long by ninety-five (95') wide and being located on Lot 4 Block 6 in Davenport and Rogers Addition to the City of LeClaire, Scott County, Iowa, said premises shall include the improvements thereon and all rights, easements and appurtenances thereto, for a one (1) year period commencing at midnight on the 23rd day of February, 2020 and ending at midnight on the 23rd day of February, 2021.
2. Tenant agrees to pay to Landlord as rental for said term, as follows: \$1.00 per year, in advance, the first rent payment become due upon the execution of the lease.
3. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided.
4. Tenant may, at its own expense, either at the commencement of or during the term of this lease, make such alterations in and/or additions to the leased premises including, without prejudice to the generality of the foregoing, alterations in the water, gas and electric wiring system, as may be necessary to fit the same for its business, upon first obtaining written approval of Landlord as to the materials to be used and the manner of making such alterations and/or additions. Landlord covenants not to unreasonably withhold approval of alterations and/or additions proposed to be made by Tenant. Tenant may also, at its own expense, install such counters, racks, shelving, fixtures, fittings, machinery and equipment upon or within the leased premises as Tenant may consider to the conduct of its business. At any time prior to the expiration or earlier termination of the lease, Tenant may remove any or all such alterations, additions or installations in such a manner as will not substantially injure the leased premises.

In the event Tenant shall elect to make any such removal, Tenant shall restore the premises, or the portion or portions affected by such removal, to the same condition as existed prior to the making of such alteration, addition or installation. Landlord hereby agrees to permit Tenant to have and retain as its own any material removed from the above described real estate during said alteration and/or addition.

Tenant agrees to comply with all municipal ordinances regarding the acquisition of building permits before any alteration and/or addition shall begin.

5. Tenant, LeClaire Community Improvement Corporation and it only, shall have the right to sublet the premises herein above described. Landlord will review & approve Tenant's standard sublease agreement format and content. Tenant agrees to utilize only the approved sublease agreement as approved by Landlord whenever subletting any portion of the above-described premises for any reason.
6. Landlord covenants that its estate in said premises is fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other person or legal entity whatsoever.
7. Tenant takes said premises in their present condition. Tenant will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair and Tenant shall, after taking possession of said premises and until the termination of the lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Tenant will furnish its own interior and exterior decorating. Without limiting the generality of the foregoing, Tenant will make necessary repairs to the sewer, the plumbing, the water pipes and electrical wiring. Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes. Tenant at its own expense may install floor covering and will maintain such floor covering in good condition. Tenant shall make no structural alterations or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefore, which permission shall not be unreasonably withheld.

Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public.

If Tenant, by the terms of this lease is leasing premises on the ground floor, it will not allow trash of any kind to accumulate on said premises in the halls, if any, or the alley or yard in front, side or rear thereof, and it will remove same from the premises at its own expense. Tenant also agrees to remove snow and ice and other obstacles from the sidewalk on or abutting the premises, if premises include the ground floor, and this lease may be fairly construed to impose such liability on the Tenant.

Landlord will have the right to inspect said premises at any time by giving tenant reasonable notice of its intent to do so. Tenant will provide to the Landlord and keep current, copies of any and all keys that provide access to the building and/or any spaces contained therein.

8. Tenant, or any other occupant of the premises, during the term of the lease, shall pay, before delinquency, all charges for use of telephone, water, sewer, gas, heat, electricity, power, air conditioning, garbage disposal and not limited by the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the demised premises. Tenant will not be charged for the use of city-provided services, sanitary sewer and solid waste collection and disposal.

9. Either party may terminate this lease for good reason by delivering a written notice of its intentions to do so to the other party no later than ninety (90) days prior to the intended termination date.

Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

10. Tenant will protect, indemnify and hold harmless the Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The tenant agrees to execute the City's standard hold harmless agreement. The Tenant further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa and to show and name the Landlord as an additional insured on said policies. Landlord and Tenant will each keep its respective property interest in the premises and its liabilities in regard thereto and the personal property on the premises reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage; and Tenant will procure and deliver to the Landlord a certification from the responsible insurance companies to that effect. Tenant shall maintain not less than \$1,000,000.00 of liability insurance at all times during the life of this lease.

11. In the event of partial or total destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of normal business operation and which damage is not reasonably repairable within sixty (60) days after its occurrence, Tenant, at its option, may terminate this lease by giving Landlord 30 days advance notice of its intent to do so.

12. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said premises, upon the giving of ten (10) days written notice by Landlord to Tenant, all to the extent permitted by applicable law. Further, in the event Tenant's corporate status shall be dissolved, this lease shall terminate as above provided.

13. Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) when taken down such signs shall not damage the building; and (4) such signs shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld. Landlord shall reserve and restrict solely for tenant's use, and tenant shall so mark and designate, a parking area containing 12 spaces for use of vehicles.

14. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

15. All real estate taxes levied or assessed by lawful authority against said real estate; all personal property taxes levied or assessed by lawful authority against the personal property on the premises; and all special assessments shall be paid by the Tenant.

16. The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated in the said demised premises, when in judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said premises.

17. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

18. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses herein-below listed unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when set, addressed as above designated, postage prepaid, by registered or certified mail, return receipt request, by the United States mail and so deposited in a United States mail box.

ADDRESS OF LANDLORD

City of LeClaire
325 Wisconsin St.
LeClaire, Iowa 52753-9525

ADDRESSES OF TENANT

LeClaire Community Improvement Corporation
President
P. O. Box 42
LeClaire, Iowa 52753-0042

19. This lease does hereby cancel and terminate a certain lease dated February 18, 2019, made and entered into by and between the parties hereto.

20. Tenant shall provide Landlord with a financial statement setting forth its assets and liabilities, not later than December 15 of each year of this lease along with a written report of any and all improvements made to the leased premises during the prior 12 month period.

21. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. The lease contains the whole agreement of the parties.

22. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

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

CITY OF LECLAIRE, IOWA

LECLAIRE COMMUNITY IMPROVEMENT CORPORATION

By: _____
Mayor – Ray C. Allen

By: _____
President

By: _____
City Administrator – Edwin N. Choate

By: _____
Secretary/Treasurer