

Facility and Support Services

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November 14, 2012

To: Dee F. Bruemmer
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Approval of County General Store agreement and project expenses

As you know, over the past year representatives from the Treasurer's Office and I have been working together with representatives from the Iowa Department of Transportation (IDOT) regarding the relocation of the shared offices for the Driver's License Bureau and the County General Store. We have redefined our relationship with IDOT for these new spaces and delineated the share of expenses related to the build-out of the new space, equipment for the new space and on-going expenses for the new spaces.

First, we have negotiated the terms of a new intergovernmental agreement with IDOT. This agreement is for ten years and mirrors the duration of the new lease with Chase Properties for space at the Village Shopping Center. The selection of this location followed several months of looking at vacant space. The selected space not only met space requirements, but also provided adequate parking and outdoor space IDOT needs to accommodate their license driving tests.

The County Attorney's Office has reviewed the attached 28E agreement and find it legally sufficient for the intended purpose. The agreement calls for a sharing of expenses, 70% by IDOT and 30% by Scott County. That ratio is based on the amount of space occupied by each entity and is extended to nearly all shared expenses related to the space, including initial one-time expenses (build-out, connectivity, security, etc.) as well as on-going expenses (rent, utilities, cleaning, etc.).

Also attached is a spreadsheet that outlines most of the known expenses related to the new agreement. There are monies budgeted in the capital plan for the current fiscal year for the one-time expenses. The Treasurer's Office plans to reallocated some monies in their current operational budget to allow for the on-going expense and those on-going lease related expenditures will be shown in their future operational budgets as well.

At this time, we request that the Board approve the 28E agreement with IDOT and approve the purchase of furniture for the project from Allsteel in the amount of \$54,049.74. Of that amount, IDOT plans to reimburse the County for 70% of the waiting room seating and

break room furniture (\$12,667). The Treasurer's Office and I will be at the next Committee of the Whole meeting to discuss this project further and to answer any questions you or the Board may have.

Cc: Bill Fennelly
Barb Vance
Kathy Hall
Tammy Speidel
Matt Hirst

**IOWA DEPARTMENT OF TRANSPORTATION
28E AGREEMENT FOR SHARED FACILITY**

County	<u>Scott</u>
Project No.	<u>BG-9D20(000)--80-82</u>
Iowa DOT	
Agreement No.	<u>2013-16-037</u>
Staff Action No.	<u></u>

ARTICLE I - LEGAL BASIS

Section 1: This agreement is made pursuant to Iowa Code chapter 28E between the Iowa Department of Transportation (hereafter referred to as "DOT") and Scott County, Iowa (hereafter referred to as "COUNTY").

ARTICLE II - PURPOSE

Section 1: The purpose of this agreement is to provide both parties the ability to utilize leased property located at 902 West Kimberly Road, Davenport, Iowa, 52806. The property consists of 7,500 square feet of leasable office space (Space Layout – Exhibit A is attached) and is located within the area known as the Village Shopping Center. (Shopping Center Layout – Exhibit B is attached). The abovementioned leased property shall hereinafter be referred to as "shared facility."

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1: This agreement shall take effect on January 1, 2013, provided that the parties have properly executed this agreement and filed it with the Secretary of State, as required by chapter 28E of the Code of Iowa.

ARTICLE IV - DURATION AND AMENDMENT OF THE AGREEMENT

Section 1: Duration. Unless otherwise terminated according to the provisions of Article VII, this agreement shall continue for a period of ten (10) years from the date of commencement of operations. Should the parties choose to exercise the option to renew the lease with the owner of the shared facility, this agreement will automatically renew annually after the initial 10-year period.

Section 2: Amendment. This agreement may be amended in writing from time to time by mutual consent of the parties, or their designated representatives.

ARTICLE V - ADMINISTRATION

Section 1: This agreement shall be administered on behalf of the DOT by the Operations and Finance Director and on behalf of the COUNTY by the Board of Supervisors.

Section 2: All decisions pertaining to the use and maintenance of the shared facility shall be made by the administrators of this agreement as set forth in in Article V Section 1. All decisions pertaining to the day-to-day operations shall be made by the administrators, or their designated representatives. The DOT designated representative shall be the Davenport Drivers License Supervisor. The COUNTY designated representative shall be County General Store Manager.

Section 3: The parties participating in this agreement hereby appoint the Iowa Department of Transportation, Office of Support Services, Ames, Iowa, to be the custodian of this agreement. The custodian shall be responsible for the maintenance of an up-to-date copy of the agreement. The custodian shall also be responsible for notifying the parties to the agreement of any proposed amendments to the agreement, and shall file any adopted amendments to the agreement in the same manner as the agreement itself.

ARTICLE VI - FACILITY SHARING AGREEMENT

In consideration of sharing facilities, supplies, and services, the parties agree as follows:

Section 1: The shared facility is approximately 7,500 square feet. The DOT will occupy 70% (5,250 SF) of the shared facility. The COUNTY will occupy 30% (2,250 SF) of the shared facility. (Space Layout – Exhibit A is attached).

Section 2: The DOT and COUNTY will each be responsible for setting up their own space(s) within the shared facility. If any improvements are necessary to create said offices space(s), the DOT and COUNTY shall do so at no cost to the other party.

Section 3: Salaries & Benefits. Each party shall assume all their own expenses for salaries and benefits of their employees.

Section 4: Shared Facility Operating Expenses. Each party shall be responsible for their proportional share of operating expenses incurred and shall be based on the same percentage set forth in Article VI Section 1 of this agreement. These expenses would include, but not be limited to, all “operating costs” incurred (as defined in the underlying lease of the shared facility), all air conditioning, heating equipment, ventilating lines and fixture (HVAC equipment) expenses, janitorial services, trash removal, painting services, carpeting expenses, remodeling costs and expenses for all other services provided to the shared facility for the benefit of both parties.

Section 5: Rent and Utilities. Each party shall be responsible for their proportionate share of rent and utility costs for the shared facility and shall be based on the same percentage set forth in Article VI Section 1 of this agreement. Utility costs include, but are not limited to, all gas, electric, water, and sewer services provided to the shared facility.

Section 6: Furnishings and Supplies. Each party shall be responsible for their own expenses involving business and administrative furnishings and supplies in the shared facility. This includes, but is not limited to, all office and administrative supplies, lighting supplies, and all furniture or furnishings supplied for each party's respective area(s) of the shared facility.

Section 7: Technological Services. Each party shall be responsible for their own expenses incurred involving their use of internet services, networking services, cable services or any other type of technological service provided to each party.

Section 8: The DOT and COUNTY shall each be responsible for any claims or losses arising out of or related in any way to their respective use of the shared facility.

ARTICLE VII - TERMINATION OF THE AGREEMENT

Section 1: This agreement may be terminated prior to its normal expiration date by either party upon written notice one (1) year in advance of the desired termination. If the COUNTY requests to terminate the agreement prior to the normal expiration date (initial 10-year period), the COUNTY shall be responsible for its share of the costs and expenses set forth in Sections 3 through 7 of Article VI of this agreement, until the end of the initial 10-year period.

Section 2: Upon termination of the agreement and request by the DOT, the COUNTY shall restore the shared facility to its prior condition.

ARTICLE VIII – DISPUTE RESOLUTION

Section 1: In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed issue. The arbitrator shall be selected upon the mutual agreement of the parties. If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be appointed in accordance with Iowa Code section 679A.3. The DOT and the COUNTY agree to be bound by the decision of the arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

BOARD OF SUPERVISORS OF SCOTT COUNTY:

BY: _____

ATTEST: _____

STATE OF IOWA :
:
COUNTY OF SCOTT :

On this ____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be the _____ of the County, and who did say that said instrument was signed on behalf of the County by its authority duly recorded in its minutes, and that he/she acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the said County and by it voluntarily executed.

Signed _____
NOTARY PUBLIC, STATE OF IOWA

DEPARTMENT OF TRANSPORTATION OF THE STATE OF IOWA:

BY: _____

ATTEST: _____

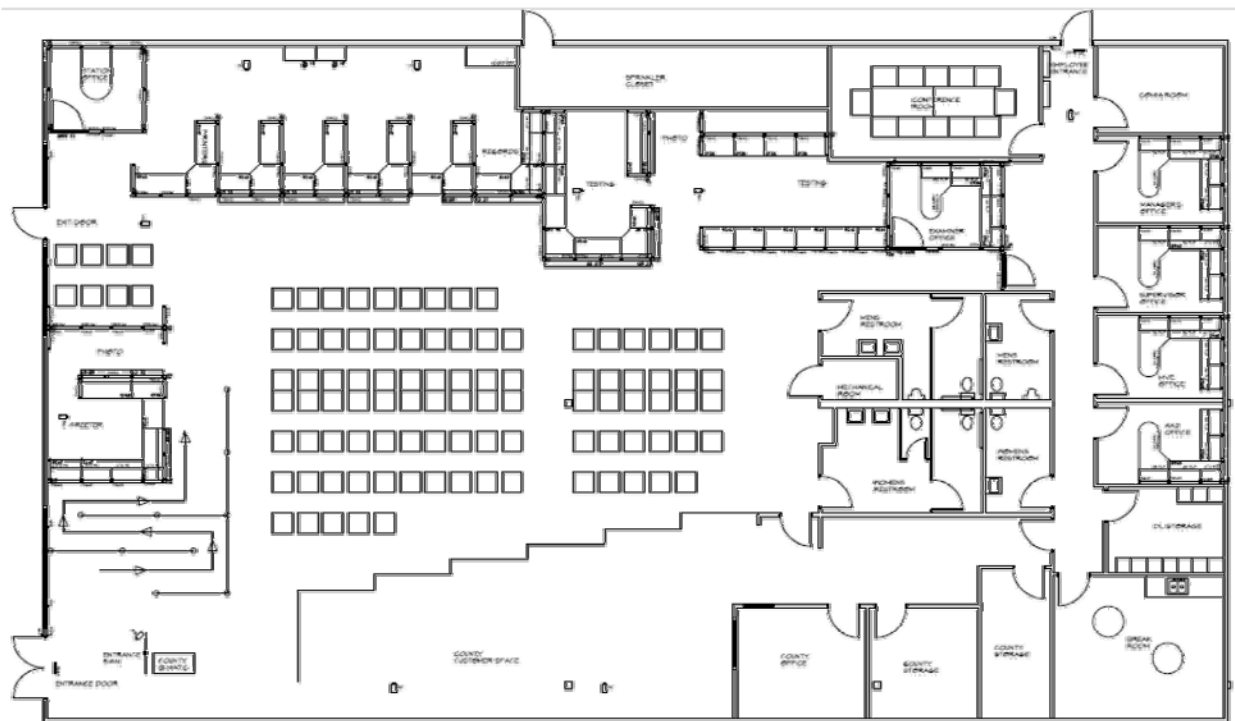
STATE OF IOWA :
:
COUNTY OF STORY :

On this ____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be the Director of Support Services of the Iowa Department of Transportation, and who did say that said instrument was signed on behalf of the Iowa Department of Transportation by its authority duly recorded in its minutes, and said _____ acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the said Iowa Department of Transportation and by it voluntarily executed.

Signed _____
NOTARY PUBLIC, STATE OF IOWA

EXHIBIT A

Space Layout



DAVENPORT DL FLOOR PLAN

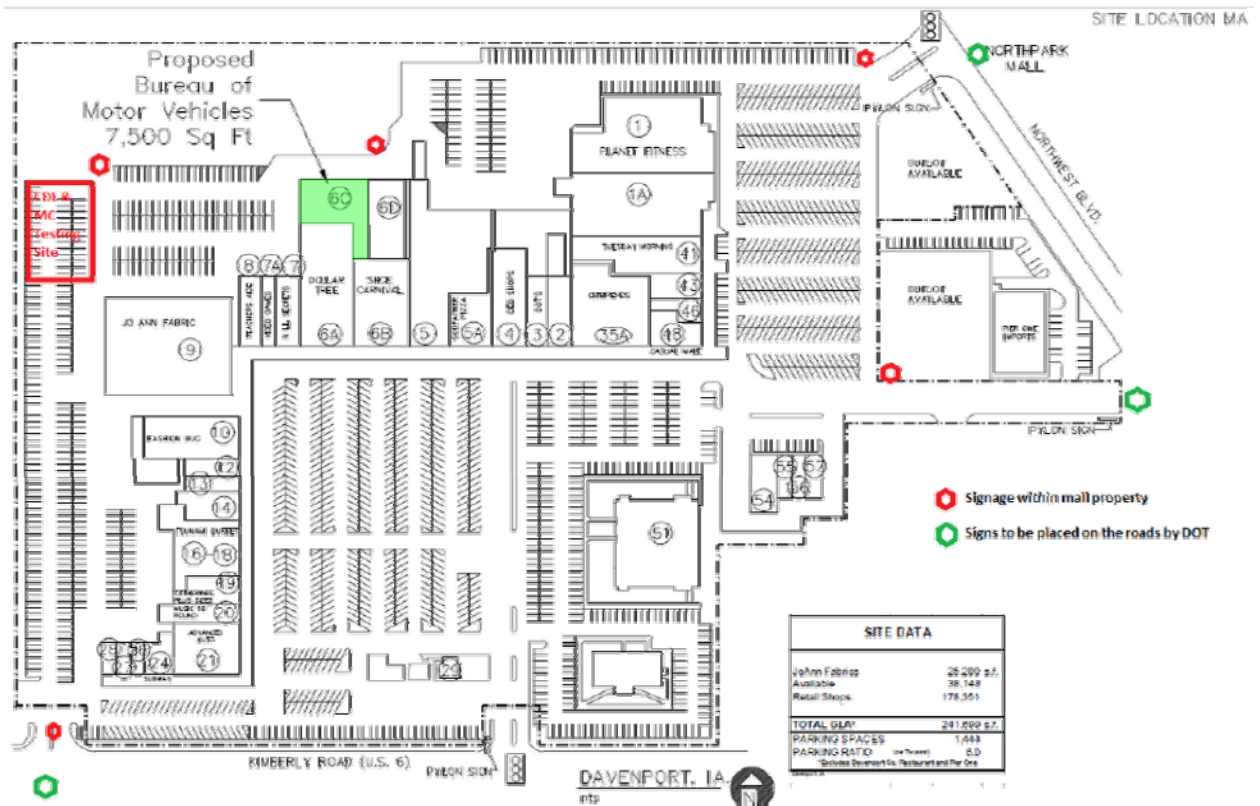
DL STATION = 5010 SF APPROX

COUNTY = 2305 APPROX

TOTAL SQUARE FOOTAGE: 7500 APPROX

EXHIBIT B

Village Shopping Center Layout



STATE OF IOWA LEASE AGREEMENT

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between **Davenport Center Limited Partnership** (Landlord), whose address for the purpose of this Lease is c/o Chase Properties Ltd., 3333 Richmond Road, Suite 320, Beachwood, Ohio, 44122, and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the **Iowa Department of Transportation and Scott County Treasurer's Office** (Tenant), whose address for the purpose of this Lease is 1305 E. Walnut Street, Des Moines, IA 50319.

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: Approximately **7,500 Square Feet** (Rentable Area or Leasable Space) of office space located at 902 West Kimberly Road, Davenport, Iowa, 52806 (Leased Premises). Space Layout – Exhibit B is attached. Space is to be measured from the centerline of any wall which is common with another tenant in the property and from the outside of any exterior or common area wall.

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on January 1, 2013 and shall end December 31, 2023, both days inclusive. It is understood that the Landlord shall have 120 days to complete the required Tenant Improvements, identified in Section 17, following full execution of the lease document.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant shall be permitted to use the Leased Premises for the purposes of a Driver's License Station and Scott County Treasurer's Office and (except as set forth in Section 5) for no other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld. In no event, however, shall the Leased Premises be used in breach of any then existing use restrictions or exclusives of other tenants burdening the Shopping Center. A copy of the current restrictions against the Shopping Center is attached as Exhibit F.

SECTION 5. ASSIGNMENT AND SUBLETTING: Tenant shall have the right, with the prior written approval of Landlord, to assign or sublet the Leased Premises or any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be unreasonably withheld. Notwithstanding the foregoing, subject to local codes and to Exhibit F attached, as the same may be updated, the Tenant shall have the right to put any other state agency or department in the Leased

Premises without the prior written approval of Landlord, but with written notice to Landlord of such assignment or sublet.

SECTION 6. RENTAL: Tenant agrees to pay the following for the Leased Premises:

6.1 The monthly rent is \$5,000.00 (which is based on \$8.00 per square foot per year), payable in arrears. The first rent payment is due on the first day of the month following the date Landlord delivers possession of the Premises to Tenant, and the same amount on or before the first (1st) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the first (1st) day of the month immediately following the last month of the Lease.

6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

6.3 In addition to the monthly rental cost set forth in Section 6.1, Tenant agrees to pay its pro rata share of the annual cost of providing the items identified in Section 10 (the "Operating Costs"). Landlord has estimated the cost of \$2.59 per square foot in operating costs in the first year of the initial lease term. Within sixty (60) days after the first day of each subsequent calendar year, Landlord shall furnish to Tenant an estimate of Tenant's pro rata share of Operating Costs, as defined above, for the ensuing calendar year. Tenant shall pay to Landlord 1/12th of said estimate at the same time and place as the Base Rent is to be paid pursuant to Section 6. Landlord will furnish to Tenant a statement certified by Landlord, of the actual Operating Costs with respect to the reimbursables for each calendar year during the Lease term, no later than one hundred twenty (120) days following the calendar year. Tenant will pay any deficiency to Landlord as shown by such statement within sixty (60) days after receipt of the statement. If the total amount paid by Tenant exceeds the actual amount of Tenant's share of Operating Costs due for any calendar year, Landlord will refund the excess to Tenant within sixty (60) days of the date of the statement. Tenant's share of such Operating Costs for the years in which this Lease commences and terminates shall be prorated based upon the dates of the commencement and termination of the Lease Term.

Landlord will keep books and records showing the Operating Costs in accordance with generally accepted accounting principles. Upon five (5) business days' notice, Tenant, at Tenant's expense, shall have the right to inspect Landlord's books and records relating to any one year's adjustments at Landlord's offices or in such reasonable place as may be designated by Landlord, in order to verify Landlord's statement, but, in no event shall Tenant audit any one year during the term

more than once. Tenant's increases in Operating Costs shall not exceed more than five percent (5%) per calendar year during the Lease term.

Tenant shall have the right to audit the annual Operating Costs with thirty (30) days prior written notice to Landlord. If the results of the audit show in excess of a two percent (2%) overcharge to Tenant of the actual total amount owed by Tenant for such calendar year, then Landlord shall pay the reasonable costs of such audit (not to exceed the sum of One Thousand Five Hundred Dollars [\$1,500]). In the event such audit discloses an undercharge of such items billed to Tenant, Tenant shall pay for the cost of the audit. Any adjustments on either Tenant's or Landlord's behalf shall be promptly reconciled. The obligations of this Section shall survive the termination of this Lease.

Tenant's pro rata shall be calculated based upon the total area of the Leased Premises as it relates to the total area of the Shopping Center (less the square footage of the premises of any tenants who pay all or any portion of their operating costs separately (a "Non-Participating Tenant"), in which case, said Non-Participating Tenant's square footage shall be deleted from said item or category.

6.3 Tenant to have one (1) ten (10) year option to renew its lease for all or part of the Premises upon six (6) months prior written notice ("Renewal Term"). The rental rate for the Renewal Term shall be \$10.00 per square foot for the entire (10) Renewal Term..

SECTION 7. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:

8.1. Landlord shall be responsible for providing the following:

8.1.1. Landlord shall keep the foundation, the outer walls and the roof of the Premises, the structural parts of the floor, walls, windows of the Premises, all interior and exterior components of the Building of which the Premises is a part (including, but not limited to ceiling tiles and improvements, both structural or otherwise (but excluding carpeting), in good repair, provided, however, that Landlord shall not be obligated to make any repairs to the same which are occasioned by the act or negligence of Tenant, its agents, employees, invitees or licensees, unless Landlord is fully reimbursed for the costs thereof under any policy of insurance. Landlord shall not be required to make any other improvements or repairs of any kind upon the Premises and appurtenances thereto.

8.1.2 Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

8.1.3 Necessary repairs to the Common Area sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

8.1.4 Air conditioning, heating equipment and ventilating lines and fixtures (“HVAC”); and the maintenance thereof; provided, however, Tenant shall maintain the HVAC equipment, making certain the HVAC equipment has quarterly inspections, but, during the initial ten (10) year term of this Lease, unless the need for repair or replacement is caused as a result of the negligence of Tenant, its agents, employees or contractors, Tenant shall not be responsible for any repair or replacement of the HVAC equipment. During the first five (5) years of the Renewal Term, if exercised, Tenant shall contribute \$1,000.00 per HVAC Unit per year toward any and all necessary repair or replacement of said HVAC unit(s), with Landlord paying any amount required for repair or replacement over said \$1,000.00 per Unit per year. During the balance of the Renewal Term, Tenant’s contribution shall be diminished and Tenant shall contribute the amounts listed below toward HVAC replacement or repair:

<u>Option Year</u>	<u>Amount to be Contributed by Tenant per Unit per year</u>
Year 6	\$ 500.00
Year 7	\$ 400.00
Year 8	\$ 300.00
Year 9	\$ 200.00
Year 10	\$ 100.00

During the Renewal Term, if exercised, Landlord pass along the benefit of any warranties remaining on any of the HVAC equipment to Tenant.

8.1.5 Not Applicable.

8.1.6 Intentionally Deleted.

8.1.7 Repair or removal of major landscape elements located in the Common Areas and visible from the Leased Premises. The foregoing shall not apply if Landlord is removing or repairing such major landscape elements as a result of a casualty.

8.2. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant, if possible, and in a manner which maintains any and all security of the Leased Premises. Landlord will provide prior notification of any repairs or replacements that will take place in or around the Leased Premises.

SECTION 9. TENANT’S DUTY OF CARE AND MAINTENANCE:

9.1 At the sole cost and expense of Tenant and through the term of this Lease, Tenant shall keep and maintain the Premises in good order, condition, replacement and repair, in a clean, sanitary, and safe condition in accordance with the laws of the city, county and state in which the Shopping Center is located, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction of the Premises. Without limiting the foregoing, Tenant's responsibility for maintenance shall include keeping in good condition and repair:

- (i) (Subject to Section 8.1.4 above), the heating, ventilating and air-conditioning system within the Premises and any portion thereof not within the Premises but exclusively serving the Premises, including any gas supply line exclusively serving the Premises to the point of connection with the gas company meter;
- (ii) the electrical system within the Premises and any portion thereof not within the Premises but exclusively serving the Premises, including the electric supply line exclusively serving the Premises to the point of connection with the electric company meter;
- (iii) the plumbing system, both sewage and water lines, within the Premises and any portion thereof not within the Premises, but exclusively serving the Premises, including the water line to the point of connection with the water meter;
- (iv) repair all windows, window fittings and sashes and interior and exterior doors in the Premises.

Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld. If Landlord approves any structural changes or improvements desired by Tenant, Tenant shall be responsible for the cost of maintenance of any such structural alterations or improvements made by Tenant.

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

SECTION 10. LANDLORD OBLIGATIONS: Landlord shall furnish the following items:

10.1 Common Area Maintenance – snow and ice removal, lawn care, Common Area trash removal (as part of Common Area Maintenance), pest control, parking lot maintenance, exterior maintenance

10.2 Insurance on the Common Areas and Buildings in the Shopping Center (part of Common Area Charges).

10.3 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

SECTION 11. TENANT OBLIGATIONS: In addition to those items set forth in Section 9 above, Tenant shall furnish the following items at Tenant's expense:

11.1 Utilities – gas, electric, water/sewer to the Leased Premises

11.2 Janitorial Services within the Leased Premises

11.3 Light Bulbs and Ballasts within the Leased Premises

11.4 Tenant's Premises trash removal

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord shall maintain the Leased Premises in compliance with all applicable State and Federal laws and regulations concerning access by the disabled. See **Exhibit E, Division of Persons with Disabilities letter**, attached hereto and incorporated herein by reference. The actual Division of Persons with Disabilities letter will be documented in a subsequent amendment mutually agreed to by both parties. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code, Division Seven. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

SECTION 13. INSURANCE:

13.1 Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Shopping Center including the parking lots.

13.2 Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.

13.3 Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

13.4 Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669, Article VII, and Section 1 of the Constitution of The State of Iowa.

SECTION 14. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for

and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

14.1. Confidentiality: Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and redissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord shall take reasonable steps to advise its employees and any contractors not to copy, remove, disclose, or redisseminate any such information. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

Tenant shall advise its employees not to leave any such information in an unsecured location.

SECTION 15. SIGNS: Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

15.1 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;

15.2 Such signs shall not change the structure of the Leased Premises;

15.3 Such signs, if and when taken down, shall not damage the Leased Premises; and

15.4 Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

15.5 All signage must comply with Landlord sign criteria, attached as Exhibit D.

Landlord shall assist Tenant in its efforts to pursue the necessary approvals to place directional signage at the main road entrances, as per Exhibit D-1.

SECTION 16. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

16.1 The Leased Premises shall be deemed ready for Tenant's occupancy when:

16.1.1 Landlord shall complete the restoration and leasehold improvements subject to the terms, covenants and conditions set forth in this Lease.

16.1.2 A certificate of occupancy has been issued for the Leased Premises which permits the Leased Premises to be used for the purposes set forth in this Lease, without alterations, changes or additions;

16.1.3 Landlord can furnish and supply the Leased Premises with all services required to be furnished and supplied by Landlord pursuant to the provisions of this Lease; and

16.1.4 Landlord shall have given Tenant written notice that the above conditions have been met.

16.2 The term of this Lease shall commence on the first day that Tenant is entitled to possession of the premises, or on the 1st day of January, 2013, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public. Since fixing the actual monetary value of damages sustained by Tenant because of any delay or termination under this section of the Lease may be impractical or extremely difficult, Landlord and Tenant agreed that Landlord shall pay Tenant as liquidated damages, and not as a penalty, an amount calculated as follows:

16.2.1 The sum of One Hundred Fifty Dollars (150.00) per day for each calendar day's delay in the commencement of the Lease up to the time possession is delivered by the Landlord. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease; or;

16.2.2 Subject to force majeure and any delays caused by Tenant, in the event Landlord fails to deliver possession of the Leased Premises within sixty (60) days after the above stated date of possession, Tenant shall have the option of canceling this Lease by written notice to Landlord. If Tenant cancels this Lease under this section, liquidated damages shall accrue at the rate of One Hundred Fifty Dollars (\$150.00) per day for each calendar day's delay in the commencement of the Lease from the date notice of cancellation is given to Landlord until the

date Tenant obtains complete substituted performance and commences performance of the terms of a subsequent lease agreement which is entered into as a result of Landlord's breach. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease.

16.2.3 In the event of any such default by Landlord, Tenant shall use reasonable efforts to mitigate any damages.

16.2.4 Nothing in this section shall prohibit a waiver of the liquidated damage provisions by Tenant in favor of Landlord if adequate consideration is given.

16.3 Intentionally Deleted.

16.4 Landlord will allow Tenant access to the Premises prior to occupancy for the purpose of measuring, designing, and preparation of moving in. Tenant will have full access to the Premises starting ninety (90) days after full execution and delivery of this Lease for the purpose of conducting the physical move of the operation. Landlord shall not charge for the presence of building personnel during move-in; provided, however, Tenant shall use reasonable efforts to avoid any interference with Landlord's Work that will delay Landlord's ability to deliver the Leased Premises to Tenant on a timely basis.

16.5 Holding Over. Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rent by Lessor (and absent a written agreement by both parties for an extension of this lease, or a new lease), shall constitute a month-to-month extension of this lease. During any month-to-month extension of this Lease, Landlord shall have the right to increase the rent payable by Tenant by five percent (5%) and either party may terminate Tenant's holdover tenancy upon thirty (30) days prior written notice.

SECTION 17. TENANT IMPROVEMENTS:

17.1 Landlord to complete space plan shown in Exhibit B. Landlord will complete all the improvements of the work scope identified in Exhibit A-1. Tenant and Landlord will share in the cost of the improvements. Exhibit A contains the work scope and schedule of estimated values; Tenant agrees to reimburse Landlord for 44% of the actual cost, with the Tenant's portion not to exceed \$153,861. Landlord to present documentation of the total actual cost of the improvements identified in Exhibit A-1 prior to Tenant's reimbursed payment.

17.2 Tenant shall supply plumbing fixtures to Landlord's contractor; Tenant shall also supply and install interior and exterior signage, interior furnishings and telephone and data.

17.3 Landlord shall add carpet and paint to its scope of improvements. Tenant agrees, in addition to Tenant's contribution identified in Section 17.1, to reimburse Landlord for the actual cost of carpet and paint, not to exceed \$41,250. Upon receipt of an invoice documenting the actual cost of the carpet and paint, Tenant shall make such reimbursement in a single payment.

SECTION 18. PARKING: The Landlord shall make available and maintain the parking spaces, identified in Exhibit B, for tenant's employees, customers and for driver's license testing purposes to include Commercial Driver's License (CDL) testing. Landlord and Tenant have identified the specific location for Tenant's "testing area" as indicated in Exhibit C. Tenant shall install cones to block off testing area, prior to each testing period, then remove them promptly after each session, in order to allow for normal access of the parking area.

SECTION 19. DAMAGE TO LEASED PREMISES:

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired.

SECTION 20. EMINENT DOMAIN:

20.1 In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.

20.2 Tenant agrees to assign to Landlord any claim it may have to an award in condemnation proceedings provided that Tenant shall reserve the right to pursue its own claim for compensation arising from loss of its leasehold, including, without limitation, moving expenses, increased rental replacement costs and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant.

SECTION 21. TERMINATION OF LEASE:

21.1 For Cause by Tenant. In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. Provided Landlord has commenced the cure within thirty (30) days after receipt of said notice and is diligently pursuing the cure to completion, Tenant will take no further action in relation to the termination. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

21.1.1 Immediately terminate the Lease by written notice to Landlord; or,

21.1.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.2 For Cause by Landlord. In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

21.2.1 Immediately cancel or forfeit this Lease by written notice to Tenant; or,

21.2.2 Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

In either event, Landlord may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.

21.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

21.3.1. If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,

21.3.2. If there is a discontinuance or material alteration of the program for which funds were provided.

In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord for the Leased Premises or another available vacancy that is acceptable to the Tenant under the same provisions, terms and conditions as the original lease.

21.4 Remedy for Non-Appropriation Termination. In the event of termination of the Agreement due to non-appropriation, within the first 4 (four) years of the Initial Term, Tenant shall repay to Landlord any of Landlord's unamortized costs (assuming Landlord's costs would have fully amortized over the initial 10-year term). If the Lease is terminated by Tenant due to non-appropriation during the 5th through the 10th year of the Initial Term, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability accruing under the Lease after the later of (i) the date of termination of the Lease; or (ii) the date on which Tenant vacates the Leased Premises and returns the key to Landlord...

21.5 Reduction in Space Requirements due to Funding Changes. Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may amend this Lease without penalty by giving sixty (60) days written notice to Landlord in the event Tenant's funding is reduced and Tenant reasonably finds that it must reduce the amount of space leased by Tenant from Landlord. Tenant and Landlord will thereafter promptly meet to agree upon the location and configuration of the space to be withdrawn from the Rentable Area. Tenant acknowledges that the withdrawn space must be readily accessible for occupancy by a new tenant and that a new tenant must have reasonable access to the restroom facilities. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

21.6 Increase in Space Requirements due to Staffing Changes. If Tenant's space needs increase due to staffing changes and Tenant determines that it must increase the size of its leased space in order to carry out its business, Tenant may notify Landlord, in writing, of its desire to lease additional space. If Landlord is able to provide sufficient, acceptable space contiguous with the Leased Premises, this Lease may be amended to provide for leasing this additional space at the same per square foot cost

and on the same terms and conditions as this Lease. If Landlord is unable to accommodate this request within sixty (60) days of receiving the written notice, Tenant may terminate this lease, without penalty, on a date to be specified by Tenant. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

SECTION 22. HAZARDOUS WASTE:

22.1 Definitions. For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

22.1.1 Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

22.1.2 Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

22.2 Tenant's Duties. Tenant hereby agrees that:

22.2.1 Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.2 Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.3 No portion of the Leased Premises will be used as a landfill or a dump.

22.2.4 Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

22.3 Inspections by Landlord. Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

22.4 Clean up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

22.5 Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

22.5.1 Any Hazardous Substance and the Leased Premises;

22.5.2 The imposition of any lien on the Leased Premises; or

22.5.3 Any alleged violation of or responsibility under any Environmental Law.

22.6 Limitation of Tenant's Liability. Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall be responsible for the payment of all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

SECTION 23. MISCELLANEOUS:

23.1 Amendments. This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

23.2 Third Party Beneficiaries. There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

23.3 Choice of Law and Forum. The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

23.4 Assignment and Delegation. *See Section 5 of this Lease.*

23.5 Integration. This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

23.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

23.7 Not a Joint Venture. Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

23.8 Obligations Beyond Agreement Term. This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

23.9 Use of Third Parties. Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

23.10 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23.11 Approvals. Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

23.12 Severability. If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

23.13 Notices. Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: Davenport Center Limited Partnership
c/o Chase Properties Ltd.
3333 Richmond Road, Suite 320
Beachwood, Ohio 44122
Attn: David A. Eli, General Counsel

If to Tenant: Iowa Department of Transportation
902 West Kimberly Road
Davenport, Iowa 52806

With Copy to: State Leasing Program
Department of Administrative Services
General Services Enterprise
A Level -- Hoover State Office Building
1305 E. Walnut
Des Moines, Iowa 50319-0102

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

23.14 Cumulative Rights. 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 is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or

impair the right to 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 or unsatisfied.

23.15 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

23.16 Force Majeure. In the event that either party hereto shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of a like nature not the fault of the party delayed in performing such act, then performance of such act shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything contained herein to the contrary, so long as Tenant is able to operate its business in the Premises, Tenant shall not be excused from the payment of rent or other sums of money which may become due under the terms of this Lease.

23.17 Liability of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence, Tenant recovers a money judgment against Landlord, such judgment shall be satisfied only out of the rents received by Landlord or the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Shopping Center as the same may then be encumbered. Neither Landlord nor, if Landlord be a partnership, any of the partners comprising such partnership, shall be liable for any deficiency. In the event of the sale or other transfer of Landlord's right, title and interest in the Shopping Center, providing such purchaser or assignee assumes all of Landlord's obligations under this Lease, Landlord shall be released from all liability and obligations hereunder from and after the date of such assignment.

23.18 Discharge of Liens. Tenant shall not do or permit anything to be done whereby the Leased Premises, the Building in which the Leased Premises is located, the Shopping Center or the land thereunder would be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages or any other liens. Tenant shall, whenever and as often as any such liens are filed purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within ten (10) days after receipt of notice of filing by payment, bonding or otherwise, as provided by law. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend for Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or

proceeding and save harmless Landlord from any liability, claim or damages resulting therefrom. If Tenant fails to procure the discharge of any such lien, Landlord may, without further notice, procure the discharge thereof by bonding or payment or otherwise, and all costs and expenses of obtaining such discharge shall be paid by Tenant as additional rent within ten (10) days after Tenant's receipt of Landlord's notice of the amount due.

SECTION 24. EXHIBITS:

24.1 Work Scope and Schedule of Values (Exhibit A)

24.2 Tenant Improvements (Exhibit A-1)

24.3 Space Layout (Exhibit B)

24.3 Space Layout – Parking Lot Testing Area (Exhibit C)

24.4 Landlord Sign Criteria (Exhibit D)

24.5 Space Layout – Directional Signs for Main Road Entrances (Exhibit D-1)

24.6 Iowa Commission of Persons With Disabilities Letter (Exhibit E)

24.7 Shopping Center Exclusives and Restrictions (Exhibit F)

(Remainder of this page intentionally left blank)

SECTION 25. DOCUMENT EXECUTION:

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.

SECTION 26. SIGNATURES:

LANDLORD:

Davenport Center Limited Partnership

An Ohio limited partnership

By: Dav-Kim Corp., an Ohio corporation,
Sole General Partner

By: _____
Stuart F. Kline, President

Date: _____

TENANT

State of Iowa – Department of Administrative Services on behalf of and for the benefit of the Iowa Department of Transportation

By: _____

Date: _____

Printed name: _____

Approved as to content and form:

By: _____

Date: _____

Printed name: _____

Title _____

EXECUTED COPY WITH ATTACHMENTS TO:

State Leasing Program
Department of Administrative Services
A Level, Hoover State Office Building
1305 E. Walnut
Des Moines, IA 50319-0102

Scott County Facility and Support Services
 Capital Project Detailed Cost Sheet

Name: **General Store Relocation**
 Project #: **FSS1203-05**

One Time Project Costs

Type	Cost Categories/Sub	Amount	By
Subtotal	Build-out/Gen'l Constr	\$ 66,372.30	
1	General Build - 30%	\$ 66,372.30	negotiated - DOT lease and our verbal 70/30 split agreement
Subtotal	Data/Tele/Infrastr	\$ 30,700.00	
1	Premise Wiring	\$ 7,750.00	DOT estimate
2	Network Devices	\$ 5,000.00	estimated IT
3	Connectivity	\$ 10,000.00	50% est IT
4	End Devices - tele	\$ 450.00	estimated IT
5	End Devices - data	\$ 1,000.00	estimated IT
6	UPS - equip room	\$ 1,500.00	estimated IT
7	Firewall/Edge device	\$ 5,000.00	estimated IT
Subtotal	Other Systems	\$ 10,220.35	
1	Access Control - 50%	\$ 2,240.12	Quote
2	CCTV	\$ 3,500.00	county only - estimate
3	Q-matic	\$ 4,480.23	Quote
4			
Subtotal	Furniture	\$ 43,010.49	
	Systems/Ofc/Filing	\$ 28,890.09	Quote
	Seating/Break - 30%	\$ 5,428.40	Quote
	Cash Drawers	\$ 3,942.00	Quote
	Signage	\$ 1,500.00	County only - estimate estimate ice, fridge, micro (2), coffee - all at 50%
	Breakroom Appl	\$ 3,250.00	
Total One-time Costs		\$ 150,303.13	

Scott County Facility and Support Services
Lease Space - Detailed Cost Sheet
Name: **General Store Relocation**
Project #: **FSS1203-05**

Estimated On-going Expenses - Annualized

1 Lease Expense - 30%	\$	18,000.00	Lease
2 Service Contracts - 30%	\$	1,800.00	Estimated
3 Custodial Services -30%	\$	3,500.00	Estimated
4 Utilities	\$	3,800.00	Estimated
Total Annual Expenses	\$	27,100.00	

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 20, 2012

A RESOLUTION APPROVING THE PURCHASE OF OFFICE FURNITURE FOR THE
NEW COUNTY GENERAL STORE OFFICE SPACE.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the bid for office furniture from Alsteel, Inc. for office furniture is hereby approved and awarded in the amount of \$54,049.74.

- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 20, 2012

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT,
PURSUANT TO IOWA CODE CHAPTER 28E, BETWEEN SCOTT COUNTY AND THE
IOWA DEPARTMENT OF TRANSPORTATION REGARDING SHARED OFFICE SPACE
FOR THE COUNTY GENERAL STORE.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the proposed 28E agreement with the Iowa Department of Transportation regarding shared office space for the Scott County General Store and the costs associated with said space is hereby approved.
- Section 2. This resolution shall take effect immediately.