

## **MARINA COMMITTEE MEETING**

**DATE OF MEETING:** December 13, 2023 at 6:00 p.m. County Building

**MEMBERS PRESENT:** Dan Matthews – Chair, Terry Ferguson, Brian Riddle, Tom Farris, and Joe Witte. Also, present, Dee Dee Rentmeister, County Administrator.

**MEMBERS ABSENT:** none

### **SUMMARY OF DISCUSSION:**

- No one was present wishing to address the committee.
- Committee discussed/reviewed information to include in the notice for the RFP for the sale/lease of the marina along with documents to include in the packet. RFP notice and packet was finalized.
- Committee reviewed the slip/mooring agreement and discussed changes needed. Committee also discussed charging an electrical surcharge of \$100 to those renting slips on docks 4 & 6. This would eliminate the need to read meters and charge the slips quarterly for electricity.
- Motion by Witte, 2<sup>nd</sup> by Farris to adjourn at 7:07 p.m. Voice vote, motion carried.

### **COMMITTEE ACTION:**

None

### **RECOMMENDATIONS TO THE BOARD:**

None

**DATE OF NEXT MEETING:** January 3, 2024 at 5:00 p.m.

## **AGENDA FOR THE MARINA COMMITTEE**

Date and Time of Meeting: December 13, 2023 at **6:00 p.m.** Location: County Building

- 1) Call Meeting to Order
- 2) Persons Wishing to Address the Committee/Public Comment (If requesting action, also list below in section three).
- 3) Items for Discussion and Possible Action
  - a. Finalize RFP to be posted 12-15-2023
  - b. Updates to Slip Renter Agreement
  - c.
  - d.
  - e.
- 4) Closed Session
  - a.
- 5) Items for Discussion Only (No Action Requested)
  - a.
  - b.
  - c.
- 6) Motion to adjourn.

Posted: December 11, 2023 at 2:15 p.m.

By: Dee Dee Rentmeister

Revised 12-11-2023 at 4:20 p.m.

Dee Dee Rentmeister



# DeWitt County Board

201 W. Washington St.  
P.O. Box 439  
Clinton, IL 61727  
(217) 935-7770

*Dan Matthews, Chairman*

*Terry Ferguson, Vice-Chair*

*Dee Dee Rentmeister, County Administrator*

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The Dewitt County Board is requesting proposals for the sale or lease of Clinton Lake Marina to be operated as a marina and remain open to the public. The property includes 3 Parcels of Land and all Assets. The Dewitt County Board will also accept proposals that include a lease of the property with a purchase of all assets. The Property consists of a 242 Slip Marina with 3 structures on approximately 98.33 acres of which is comprised of approximately 60 acres of dryland. The property will be sold or leased in "as is" condition. The DeWitt County Board reserves the right to reject any and all bids.

Detailed packets can be requested from the County Administrator by calling 217-935-7770 or email at [drntmeister@dewittcountyil.gov](mailto:drntmeister@dewittcountyil.gov). Proposals are due no later than February 15, 2024 at 4:00 p.m. Proposals should be submitted to the County Administrator , P.O. Box 439, Clinton, IL 61727

The Dewitt County Board is requesting proposals for the sale of Clinton Lake Marina, which includes 3 Parcels of Land and all Assets. The Dewitt County Board will also accept proposals that include a lease of the property with a purchase of all assets. The Property consists of a 242 Slip Marina with 3 structures and approximately 98.33 acres of which is approximately 60 acres of dryland. Proposals are for the sale or lease of the property to be operated as a marina and remain open to the public.

**Timeframe for Proposal Process:**

- Walk thru/site visit – 1/6/24 at 10:00 a.m.
- All interested parties can submit questions to the Dewitt County Board up until 1/16/2024.
- Responses returned to all bidders by 1/26/2024.
- RFP Responses due 2/15/2024.
- Reward of bid on or before 4/1/2024.

**Considerations for awarding RFP:**

1. Financial Ability to Operate and Develop Property
  - a. Articles of Incorporation
  - b. List of Officers
2. Experience Owning, Operating or Managing a similar Business.
3. Development Plans.
4. Commitment to existing Slip Renter Leases if signed before completion of Purchase.
5. Commitment to honor Clinton Lake Sailing Association agreement and its terms thru 12/31/2024 (Agreement available on Request).
6. Commitment to Public access of Main Ramp and Parking for as long as the Lake is open for Recreational Boating.

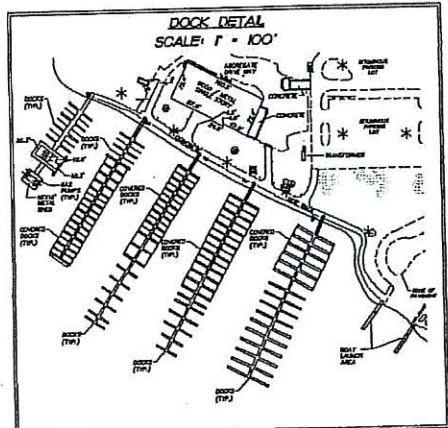
**Assets Include but are not limited to:**

1. **Land Parcels**
  - a. 62.55 Acres – Parcel # 08-35-400-008
  - b. 28.00 Acres – Parcel # 08-35-400-009
  - c. 7.78 Acres – Parcel # 13-01-100-009
2. **Slips**
  - a. Total of 242
  - b. 118-Covered and 124-Uncoverd
  - c. Size of Slips Range from 10 x 12 to 16 x 40 plus
3. **Gas Dock** (new in 2021)
  - a. 14 uncovered slips (not currently leased to Slip renters).
  - b. Underground gas tank is 6,000 gallons.
4. **Breakwater** (new in 2022)
5. **Main Building**
  - a. 11,619 Square feet on first floor
  - b. 3,384 square foot attached garage with 4 overhead doors
  - c. 1,800 square foot second floor with 2 apartment units
  - d. Gas and Electric
6. **Public Restrooms at ramp**
7. **Pavilion at CLSA Site**
8. **Pump House and Septic System/Leach Field**

The Dewitt County Board reserves the right to reject any and all proposals.



LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. BEFORE EXCAVATIONS ARE BEGUN, CONTACT UTILITY, RECORDING AND ASTRONAL SERVICES SHOULD BE MADE FOR FIELD SURVEYING.



**SYMBOL LEGEND**

	<b>EXISTING</b>
SANITARY MANHOLE	●
STORM MANHOLE	●
STORM CATCH BASIN/AILET	●
CATCH BASIN	□
CULVERT	▬
DRYWELL	●
VALVE VAULT	●
FIRE HYDRANT	●
LIGHT POLE	✱
STREET SIGN	+
REGULATORY SIGN	+
UTILITY POLE	+
UTILITY BOX	■
WALDOX	■
FENCE	—

STATE OF ALABAMA }  
COUNTY OF MOBILE } JCS  
We  
This is to certify that this map or plot and this survey on which is  
to issue were made in accordance with Alabama Standard Detail  
Requirements for ALTA/ACSM and this "Survey," jointly established  
and adopted by ALTA, ACSM and the Alabama Board of Land Surveyors  
on the 12th day of June 1988, and is of the A, BPS and ACSM  
to the Accuracy Standards as adopted by ALTA, BPS and ACSM  
on the date of this certification, unqualified further  
carries their proper field procedures, instrumentation, and  
adequate survey personnel and methods used in order to achieve  
results comparable to those outlined in the "Minimum Angle,  
Distance, and Closure Requirements Which Control Land Boundaries  
and This Survey," jointly established by ALTA, BPS and ACSM.  
I further certify that I have examined FIRM, Map, Community  
and this Survey, and that the property lies in Zone A, as defined  
and Pursuant No. 1763822150, effective  
I solemnly swear that the above property lies in Zone A, areas of  
minimal flooding and, also, areas of 100-year flooding.

Date: \_\_\_\_\_

By \_\_\_\_\_  
Heathly W. Bursh  
Mobile Professional Land Surveyor No. 015-3235

[illegible]



General Information

Owner Name:	COUNTY OF DEWITT 201 W WASHINGTON CLINTON, IL 61727	Tax Year:	2023
		Property Use:	0090 EXEMPT
		Tax Code:	03006
		Tax Bill #:	
		Alternate Parcel #:	20030010030050
Location:		Assessment Type:	Exempt
		State Assessed Value:	0
		TIF Base Value:	0.00
Township:	CREEK		
Subdivision:	CR - SECTION 01		
Sec/Lot:			
Legal Township:			
Range/Blk:			
Zoning:	RD-2		
Legal Description:			
	S1 T19 R3 PT FOLL DESC TR LYG IN LTS C1A & C2D REPLAT OF ILLINOIS POWER COMPANY S ADD: BEG 575 S NE COR LT H35B SD SUB, S430, SE TO N LN RD, SW700, W & N ALG SW LN LAKE		
	Year Begin:	Year Retired:	
	Split/Combined From:	Split/Combined Into:	

Valuations

	Local Assessed	Supervisor Assessed	Equalized	Board of Review Assessed	Equalized
Land:	0	0	0	0	0
Farm Land:	0	0	0	0	0
Building:	0	0	0	0	0
Farm Building:	0	0	0	0	0
	0	0	0	0	0

Exemptions

1977 Base Value:	0
Senior Freeze Base :	0

Description	Effective Date	Expires	Qualifying %	Base Amount	Annualized	Amount
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Notes

Date	Description
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Sales

Date	Sale Price	Document Number	Qualified	Prior Year	% Assessed
09/01/2003	0	386/69	No	7,255	0.00
11/01/2023	0	265908	No	0	0.00

**Characteristics**

<u>Property Characteristics</u>	<u>Description</u>
Structure:	Condition: Average
Living Area Sq Ft:	0 SF
Neighborhood:	CR - SECTION 01
Other:	Lot Size: 7.78A

**Other Addresses**Notice Address

COUNTY OF DEWITT  
201 W WASHINGTON  
CLINTON, IL 61727

Tax Bill Address

COUNTY OF DEWITT  
201 W WASHINGTON  
CLINTON, IL 61727

**2023 Taxes (Payable 2024)**

**\*\* TAXES NOT YET AVAILABLE FOR THIS TAX YEAR \*\***

Last year's taxes (2022): \$0.00





Enter Map Title...

Web Print 12/12/2023



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Alternate Parcel Number: 1301100009  
Parcel Number: 13-01-100-009  
Owner1: COUNTY OF DEWITT  
Owner1 Address: 201 W WASHINGTON,  
CLINTON, IL 61727  
Acreage: 7.78  
Legal Description: S1 T19 R3, PT FOLL DESC  
TR LYG IN LTS C1A & C2D REPLAT OF  
ILLINOIS POWER COMPANY S ADD: BEG  
575 S NE COR LT H35B SD SUB, S430, SE  
TO N LN RD, SW700, W & N ALG SW LN LAKE  
CLINTON TO A PT 1315N & 470E SW COR LT  
H35B SD SUB, NE TO A PT 1030E & 350S NW  
COR LT H35B SD, SUB, SE 750, E 900 TO  
POB, (AKA PT PARCEL 1), EXEMPT DOCKET  
#03-20-12.  
Tax Code: 03006  
Use Code: 0090  
Subdivision Name: CR - SECTION 01  
Township Name: CREEK  
Zoning Code: RD-2,,,,,,,,

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Parcel Data Sheet

Parcel #: 08-35-400-009

General Information

Owner Name:	COUNTY OF DEWITT 201 W WASHINGTON CLINTON, IL 61727	Tax Year:	2023
		Property Use:	0060 COMMERCIAL
		Tax Code:	05005
		Tax Bill #:	
		Alternate Parcel #:	20050430070000
Location:	6599 SAILBOAT ROAD WELDON	Assessment Type:	Locally Assessed
Township:	HARP	State Assessed Value:	0
Subdivision:	HA - SECTION 35	TIF Base Value:	0.00
Sec/Lot:			
Legal Township:		Acreage:	
Range/Blk:		Homesite:	0.000
Zoning:	RD-2	Other Taxable:	28.000
		Non Taxable:	0.000
		Total:	28.000

Legal Description:		Year Begin:	Year Retired:
S35 T20 R3 & S36 T20 R3		Split/Combined From:	Split/Combined Into:
TR LYG IN LT H35B REPLAT OF ILLINOIS POWER		08-35-400-006	
COMPANY S ADD			
MARINA & PARKING FOR LEASE PURPOSES (AKA PT			
PARCEL 1)			

Valuations

	Local Assessed	Supervisor Assessed	Equalized	Board of Review Assessed	Equalized
Land:	32,041	32,041	33,963	32,041	32,041
Farm Land:	0	0	0	0	0
Building:	58,556	58,556	62,069	58,556	58,556
Farm Building:	0	0	0	0	0
	90,597	90,597	96,032	90,597	90,597

Exemptions

1977 Base Value:	0
Senior Freeze Base :	0

Description	Effective Date	Expires	Qualifying %	Base Amount	Annualized	Amount
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Notes

Date	Description
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Sales

Date	Sale Price	Document Number	Qualified	Prior Year	% Assessed
11/01/2023	0	265908	No	90,597	0.00
09/01/2003	0	386/69	No	0	0.00

**Characteristics**

<u>Property Characteristics</u>	<u>Description</u>
Structure:	Condition: Average
Living Area Sq Ft:	0 SF
Neighborhood:	HA - SECTION 35
Other:	Lot Size: 28.00 A

**Other Addresses**

<u>Notice Address</u>	<u>Tax Bill Address</u>
COUNTY OF DEWITT	COUNTY OF DEWITT
201 W WASHINGTON	201 W WASHINGTON
CLINTON, IL 61727	CLINTON, IL 61727

**2023 Taxes (Payable 2024)****\*\* TAXES NOT YET AVAILABLE FOR THIS TAX YEAR \*\***

Last year's taxes (2022): \$5,818.56





Enter Map Title...  
Web Print: 12/12/2023



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Alternate Parcel Number: 0835400009  
Parcel Number: 08-35-400-009  
Owner1: COUNTY OF DEWITT  
Owner1 Address: 201 W WASHINGTON,  
CLINTON, IL 61727  
Site Address: 6599 SAILBOAT ROAD,  
WELDON, IL 61882  
Acreage: 28  
Legal Description: S35 T20 R3 & S36 T20 R3,  
TR LYG IN LT H35B REPLAT OF ILLINOIS  
POWER COMPANY S ADD, MARINA &  
PARKING FOR LEASE PURPOSES (AKA PT  
PARCEL 1),  
Tax Code: 05005  
Use Code: 0060  
Subdivision Name: HA - SECTION 35  
Township Name: HARP  
Zoning Code: RD-2,,,,,,,,

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## General Information

**Owner Name:** COUNTY OF DEWITT  
201 W WASHINGTON  
CLINTON, IL 61727

**Tax Year:** 2023  
**Property Use:** 0090 EXEMPT  
**Tax Code:** 05005  
**Tax Bill #:**  
**Alternate Parcel #:** 20050430070070  
**Assessment Type:** Exempt  
**State Assessed Value:** 0  
**TIF Base Value:** 0.00

**Location:**

**Township:** HARP  
**Subdivision:** HA - SECTION 35  
**Sec/Lot:**  
**Legal Township:**  
**Range/Blk:**  
**Zoning:** RD-2

**Acreage:**  
**Homesite:** 0.000  
**Other Taxable:** 62.550  
**Non Taxable:** 0.000  
**Total:** 62.550

**Legal Description:**

S35 T20 R3 & S36 T20 R3  
PT FOLL DESC TR LYG IN LTS H35B & H36B REPLAT OF  
ILLINOIS POWER COMPANY S ADD: BEG 575S NE COR LT  
H35B, S433.04, SE ALG N LN RD, SE52.88, SE571.13,  
SE208.03, SW565.73, SW96.89, SE378.55, SE131.92, W ALG

**Year Begin:** **Year Retired:**  
**Split/Combined From:** **Split/Combined Into:**  
08-35-400-006

## Valuations

	Local Assessed	Supervisor Assessed	Equalized	Board of Review Assessed	Equalized
<b>Land:</b>	0	0	0	0	0
<b>Farm Land:</b>	0	0	0	0	0
<b>Building:</b>	0	0	0	0	0
<b>Farm Building:</b>	0	0	0	0	0
	0	0	0	0	0

## Exemptions

**1977 Base Value:** 0  
**Senior Freeze Base :** 0

Description	Effective Date	Expires	Qualifying %	Base Amount	Annualized	Amount
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## Notes

Date	Description
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## Sales

Date	Sale Price	Document Number	Qualified	Prior Year	% Assessed
09/01/2003	0	386/69	No	0	0.00
11/01/2023	0	265908	No	0	0.00

**Characteristics**

<u>Property Characteristics</u>	<u>Description</u>
Structure:	Condition: Average
Living Area Sq Ft:	0 SF
Neighborhood:	HA - SECTION 35
Other:	Lot Size: 62.55 A

**Other Addresses**

Notice Address  
COUNTY OF DEWITT  
201 W WASHINGTON  
CLINTON, IL 61727

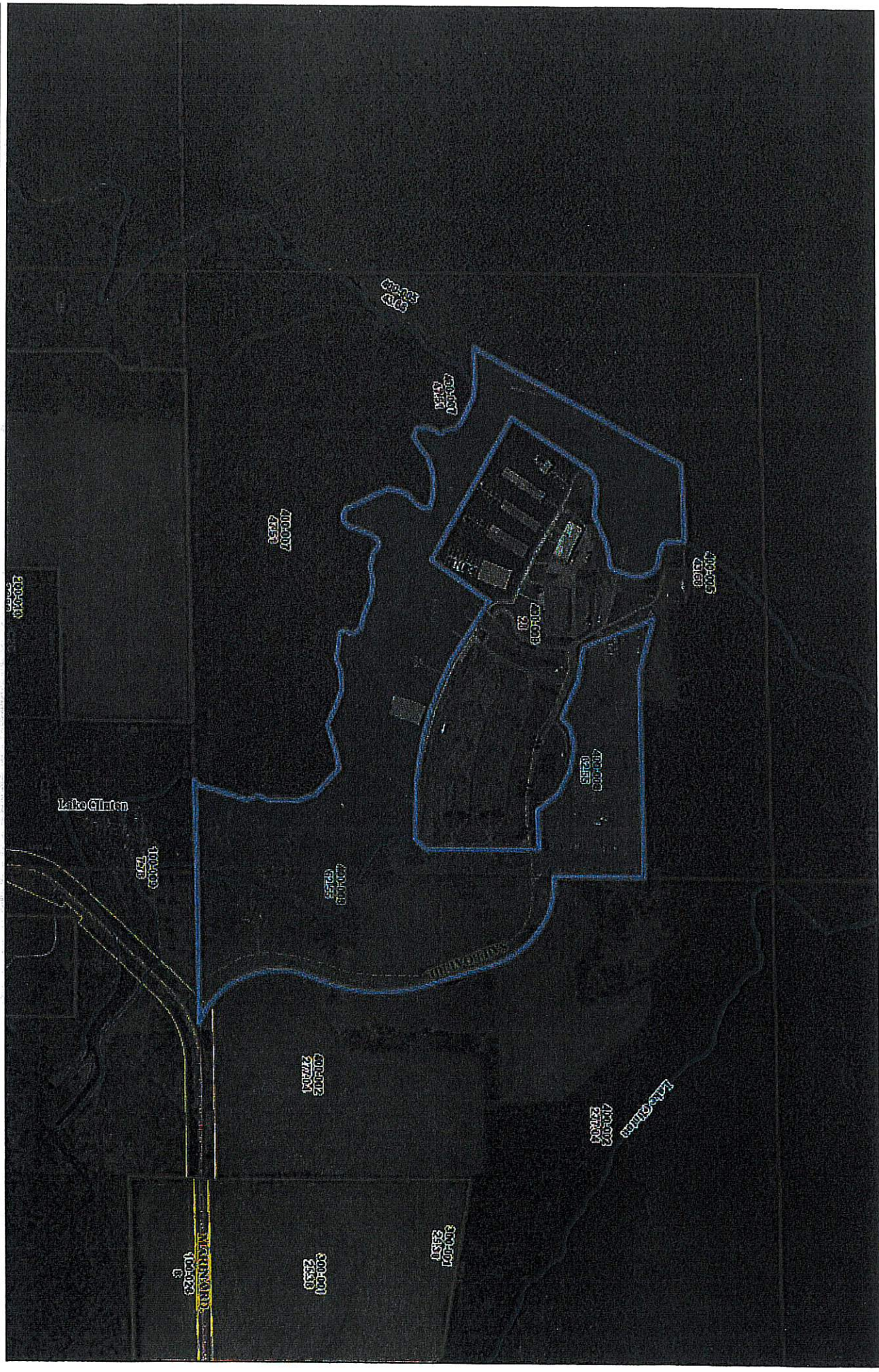
Tax Bill Address  
COUNTY OF DEWITT  
201 W WASHINGTON  
CLINTON, IL 61727

**2023 Taxes (Payable 2024)**

**\*\* TAXES NOT YET AVAILABLE FOR THIS TAX YEAR \*\***

Last year's taxes (2022): \$0.00









Alternate Parcel Number: 0835400009  
 Parcel Number: 08-35-400-009  
 Owner: COUNTY OF DEWITT  
 Owner's Address: 201 W WASHINGTON,  
 CLINTON, IL 61727  
 Site Address: 6599 SAILBOAT ROAD,  
 WELDON, IL 61882  
 Acreage: 28  
 Legal Description: S35 T20 R3 & S36 T20 R3,  
 TR LYG IN LT H35B REPLAT OF ILLINOIS  
 POWER COMPANY S ADD, MARINA &  
 PARKING FOR LEASE PURPOSES (AKA PT  
 PARCEL 1),  
 Tax Code: 05005  
 Use Code: 0060  
 Subdivision Name: HA - SECTION 35  
 Township Name: HARP  
 Zoning Code: RD-2,.....

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Dock 1				
8	10 x 24	Uncovered		\$ 1,501.00
8	14 x 20	Covered		\$ 1,766.00
24	10 x 20	Covered		\$ 1,766.00
2		End of dock		\$ 1,501.00
Dock 2				
24	10 x 20	Covered		\$ 1,766.00
8	11 x 20	Covered		\$ 1,766.00
20	11 x 20	Uncovered		\$ 1,386.00
2	10 x 20	Uncovered		\$ 1,386.00
4		End of dock		\$ 1,386.00
Dock 3				
20	12 x 28	Covered		\$ 2,475.00
6	14 x 28	Covered		\$ 2,478.00
2	14 x 28	Uncovered		\$ 1,766.00
10	10 x 28	Uncovered		\$ 1,766.00
6	10 x 20	Uncovered		\$ 1,766.00
2	10 x 28	Uncovered - single		\$ 1,386.00
2		End of dock		\$ 1,386.00
2		End of Dock-shore		\$ 1,766.00
Dock 4				
2		End of dock-shore		\$ 2,475.00
2	12 x 40	Uncovered - handicap accessible		\$ 3,416.00
3	16 x 40	Covered - handicap accessible		\$ 3,713.00
11	16 x 40	Covered		\$ 3,713.00
18	16 x 40	Uncovered		\$ 3,416.00
2		End of dock		\$ 3,416.00
Dock 5				
18	14 x 12	Uncovered		\$ 1,232.00
4		end of dock		\$ 1,232.00
Dock 6				
14	16 x 40	Covered		\$ 3,713.00
4		end of dock		\$ 3,416.00
Dock 7				
2		end of dock		\$ 1,000.00
12		Uncovered		\$ 1,500.00





DEWITT COUNTY  
STATE'S ATTORNEY'S OFFICE  
201 W. Washington St.  
Clinton, IL 61727  
Phone: (217) 935-7810  
Fax: (217) 935-7819



Dan Markwell  
State's Attorney

Tim Holl  
Asst. State's Attorney

John Hoblit  
Asst. State's Attorney

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**LEASE AGREEMENT**

This Lease is hereby entered into on the 21<sup>st</sup> day of Mar, 2019, between the County of DeWitt, by and through the corporate powers of the body politic known as the DeWitt County Board (hereinafter Lessor), and the Clinton Lake Sailing Association (CLSA, hereinafter Lessee), an Illinois not-for-profit corporation. The parties memorialize their agreement, terms and conditions as follows:

**GRANT AND DESCRIPTION OF LEASED PREMISES:** Lessor grants the following real property for use by Lessee depicted in attached Exhibit A. Exhibit A depicts an area of approximately 5.5 acres, labeled "Sailboat Assoc", which includes a pavilion and storage shed, a floating dock attached to said property, a portion of the dry land storage area and existing water lines on and serving said described property, all of which are hereinafter referred to as "the premises."

**USE:** Lessee agrees to use the leased property for the purpose of conducting the continued development and operation at the premises, facilities for public sailing recreation and education, including the floating dock, parking, storage facilities, and structures to support recreational sailing and sailing education and related activities.

NOW THEREFORE, the parties agree as follows;

1. **LEASE:** For and in consideration of the mutual covenants and agreements to be performed by the parties, LESSOR leases to LESSEE the premises for the purposes of developing and further promoting facilities for sailing and sailing education on Lake Clinton, subject to the terms and conditions hereinafter set forth.
2. **TERM:** The Lease shall commence upon the date of execution of this agreement by both parties and shall terminate on January 1, 2022. The parties may mutually agree to terminate Lease earlier or extend Lease. This Lease shall be extended automatically for a period of three years starting January 1, 2022 unless either party notices the other in writing 90 days prior to the January 1 anniversary date that the respective party does not desire the Lease to be extended. Unless otherwise agreed upon all the terms and conditions contained in original Lease shall remain.
3. **RENT:** In as much as the use of the premises by LESSEE is intended to be for the mutual benefit of the LESSOR and the marina, the annual rent for said premises shall be \$2.00 per year, which shall be paid in advance in the sum of \$6.00 due upon the request of the LESSOR made on or after the beginning of the first month of the original term and the first month of each renewal of this lease.
4. **LESSEE'S FACILITIES:** The LESSEE, subject to the other terms and conditions of this agreement, shall endeavor to provide a dock exclusive for use by sailboats and boats



associated with CLSA activities, and parking, meeting, recreational, launching and storage facilities for the LESSEE and its members as part of the sailboat harbor facility and such other reasonable improvements that do not compete with, detract from, or otherwise hamper the business of the marina operator. Access to the premises and LESSEE'S improvements shall be limited to the LESSEE'S members and guests. LESSOR agrees to allow LESSEE to erect signage on the premises to direct members and visitors to CLSA facilities and on other areas controlled by LESSOR by mutual agreement.

5. **INSPECTION AND CONDITION OF PREMISES:** Lessee has examined the premises subject to this Lease depicted in Exhibit A and accepts the premises as is with any and all faults, Lessee accepts the premises as being in good condition and repair for the needs of Lessee and for the use of Leased Premises as set forth in this document. Lessee agrees that there are no promises for future alterations, repairs, or improvements of Leased Premises. Lessee agrees that upon conclusion of the Lease to return the property to Lessor in a condition as good or better as when accepted.
6. **IMPROVEMENTS:** The parties recognize that the LESSEE may, from time to time, make improvements to the premises. LESSEE may make such improvements to the premises that are reasonable and consistent with the development and operation of the sailing area facility as outlined and limited herein, after approval by the DeWitt County Marina Committee and/or the DeWitt County Board as set forth herein.
7. **ROAD ACCESS, WATER, AND UTILITY LINES:** LESSOR agrees and acknowledges that access to the premises herein leased is essential and necessary to the operation of the Association and hereby grants to LESSEE, its members, and their guests, reasonable access to the premises and its dock and road. LESSOR further grants to LESSEE, its members and guests, the well access and use of water line currently in place from the marina to the premises, the said water line to be maintained at LESSEE's expense, except for any damages caused by LESSOR, its employees, its successors or assigns, which shall be the obligation of the LESSOR. LESSOR further grants that LESSEE may install additional utility lines through the LESSOR's neighboring marina property at LESSEE's expense, so long as it does so in a manner that is reasonable and does not unreasonably interfere with operation of the marina. LESSEE shall notify LESSOR and marina operator prior to installation of such additional utility lines. Any such addition or modification to the premises shall require the prior approval of the DeWitt County Marina Committee and/or the DeWitt County Board as set forth herein.
8. **CONSTRUCTION:** Lessee shall not construct any additional structures or modify the Leased Premises without the express written consent of the Lessor. Any and all construction or modifications shall become the property of Lessor upon termination of the Lease. Lessee agrees to accommodate any remodeling or construction deemed necessary by the Lessor. Lessor shall be responsible for ensuring compliance with Americans with Disabilities Act, Environmental Barriers Act, or other legal requirements regarding construction that may trigger the need to fully renovate the Leased Premises to comply with federal and State of Illinois Law. Lessee shall not seek damages or compensation for loss of profits due to any construction on Leased Premises.



9. **RIGHT OF ENTRY:** Lessor reserves the right to enter upon Leased Premises at any time to inspect the premises and ensure compliance with the terms of this Lease. Lessor also reserves the right to enter upon the premises to effectuate surveys, appraisals, repairs, and renovations as deemed necessary by Lessor. Lessor, at all times, shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Leased Premises, by vehicle, watercraft, or on foot, for the purpose of constructing, installing, operating, maintaining, inspecting, repairing, replacing, or observing any and all facilities and places that are part of the Leased Premises.
10. **ADJOINING MARINA OPERATOR:** LESSEE shall not undertake any commercial business operation on the premises nor conduct activities directly or indirectly in competition with the commercial activities of the marina, and LESSEE shall endeavor to encourage its members and all the members of the sailing public to utilize and make use of the storage facilities, purchases, and retail services provided by the marina. Licensing and use for sailboat dry land storage on the premises by LESSEE to and for members of CLSA as provided in the following paragraph shall not be considered a commercial business or an activity in direct or indirect competition with the marina operator as defined in this section.
11. **SAILBOAT DRY LAND STORAGE.** LESSOR agrees to allow LESSEE to manage and license dry land sailboat storage on the premises to and for members of CLSA for storage of member owned sailboats. LESSEE will issue and manage such dry land storage licenses annually and verify compliance by requiring display of license for the current year on stored boat trailers and enforcing non-compliance by owners of boats stored on the premises. LESSEE will remit to LESSOR 30% of the posted annual dry land storage fee for all licenses. LESSEE shall provide with each payment an accounting of all licenses issued and fees collected, including license number and name of each licensee. LESSEE agrees that each dry land storage license will be for sailboats only and issued only to members in good standing of CLSA and that membership in good standing is a requirement under this section of this agreement and a condition of the dry land storage licenses issued on the premises. LESSEE agrees that requests for power boat dry land storage and by non CLSA members will be referred to the marina operator for issuance of a dry land storage license for a location outside the premises.
12. **CLSA BOAT STORAGE.** LESSOR agrees that LESSEE may store on the premises at no charge to LESSEE any power or sailboat owned by and licensed to CLSA, or a member, for use in CLSA sailing activities including safety, support and teaching boats used for CLSA or CLSA sanctioned regatta or sailing events and sailboats for general use by CLSA members. LESSEE agrees to provide annually to LESSOR the description of all CLSA owned vessels and trailers including license and registration numbers and physical descriptions.
13. **MAINTENANCE OF LEASED PREMISES:** Lessee shall be responsible for the general maintenance of the Leased Premises and maintain the premises in reasonable order and good working condition. Lessee shall be responsible for all routine maintenance of the premises including, but not limited to, mowing, surface drainage, turf repair and trash removal. Lessee agrees to dispose of all refuse placed or not placed in a trash receptacle at the end of business each day but no later than by 8 p.m. on any given day. Lessee is responsible for providing trash containers and paying any trash removal



service. Any and all equipment needed to carry out these duties shall be furnished, acquired, and maintained by Lessee at Lessee's expense unless otherwise stated.

14. **UTILITIES:** Lessee agrees to pay any and all utility charges for the Leased Premises and to place the account in Lessee's name if applicable.
15. **COMPLIANCE WITH LAW:** Lessee agrees to operate the Leased Premises in a manner consistent with any and all current or future federal and State of Illinois laws as well as DeWitt County ordinances. Lessee shall be responsible for any EPA violations or charges arising out of conduct of the Lessee or its employees, contractors or subcontractors at the Leased Premises. Lessee shall obtain any and all required permits from State and Federal agencies necessary to operate the Leased Premises as a not-for-profit sailing association and shall be responsible for the cost of obtaining and maintaining any and all required licenses and permits necessary to operate the Leased Premises as a not-for-profit sailing association.
16. **TERMINATION.** The parties agree that this agreement may be terminated because of the material breach by LESSEE or LESSOR in the performance of its respective obligations hereunder, by expiration of the term thereof or extension thereof, because intervening governmental action or permanent draining of Clinton Lake prevents or prohibits the continued use of the premises and facilities as contemplated by this agreement.
17. **BODY POLITIC.** Lessee understands that this agreement is with a body politic, and no single member may alter this agreement or bind DeWitt County without prior approval of the DeWitt County Board, and a board member may only employ discretion that has been approved by vote and delegated to him by the board as a whole. Lessee understands that the governing authority of DeWitt County, the DeWitt County Board, is an elected body that may change at any given election cycle, and that this agreement binds Lessee with whomever is elected or appointed to represent DeWitt County, and that a former member of the DeWitt County Board shall have no authority concerning Lease in its enforcement, negotiations, or interpretation. Lessee and Lessor understand this Lease may survive the tenure of members of the body politic being the DeWitt County Board, and that opinions on the renewal of Lease may differ depending on the membership of the body politic.
18. **FREEDOM OF INFORMATION ACT.** Lessee agrees to provide documents upon request to comply with the Illinois Freedom of Information Act, and understands that such requested documents must be provided promptly to comply with said Act. Lessee agrees to indemnify and hold harmless Lessor for any action arising out of its failure to supply required documents to comply with said Act. Lessee understands that it may be subject to the Freedom of Information Act due to Lease and the agreement with Lessor, a body politic of the State of Illinois.
19. **DISPUTE RESOLUTION AND INTERPRETATION:**
  - a. **COMPLETE AGREEMENT:** This Lease is the complete and whole agreement between the parties. No other negotiations or communications, be they past or future, shall be applicable to the interpretation of this Lease in the event of a dispute. Any negotiations or promises be they oral or written, whether supported

by consideration or not, shall not be considered part of Lease or be used in the interpretation of Lease. Nor shall the past or future conduct of either party be used in interpreting Lease.

- b. **CHOICE OF LAW:** This Lease and any disputes arising from enforcement or interpretation of Lease shall be governed by the laws of the State of Illinois.
- c. **DISPUTE VENUE:** In the event of a legal dispute concerning Lease, the venue shall be the Circuit Court of DeWitt County, Illinois. Both parties hereby agree to waive jury trial and settle any dispute by bench trial before a judge assigned to the case by the Chief Judge of the Sixth Judicial Circuit. Both parties agree that the Circuit Court of DeWitt County shall have jurisdiction over any dispute arising from Lease, and shall not object to jurisdiction or venue. This section does not prohibit the parties from attempting to reach an agreement in lieu of litigation in the event of a dispute.
- d. **ATTORNEYS' FEES:** If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, not to include filing fees, discovery costs, or costs of appeal.
- e. **WAIVER:** Waiver of any condition stated at any time shall not be considered a permanent waiver of the authority of either party, and either Lessor or Lessee may waive then later enforce any condition at their discretion.
- f. **HEADINGS:** The headings or titles of each section of Lease are for convenience and reference only and shall not be used in the interpretation of Lease.
- g. **DEFAULT:** The following shall result in default
  - i. Lessee fails to pay any amount required under this Lease.
  - ii. Lessee fails to perform any maintenance required by Lease.
  - iii. Lessee fails to maintain required insurance coverage. Lessee shall have 10 business days to cure any lapse in required coverage upon discovery.
  - iv. Lessee allows members, employees, agents, or contractors to perform any illegal act upon Lease Premises. Lessee must have knowledge of illegal acts, or assist or condone performance of such acts.
    - 1. Such violation shall constitute immediate default, and shall not be dependent on the outcome of any criminal case filed in any jurisdiction.
  - v. Lessee abandons the Leased Premises for two weeks.
    - 1. Such default shall not require notice and constitute immediate default.
  - vi. Lessee becomes insolvent or bankrupt.



- vii. Lessee falsifies any records of financial transactions regardless of amount.
    - 1. Such default shall not require notice and constitute immediate default.
  - viii. Lessee fails to pay any bills necessary for the operation of Leased Premises as a sailing association.
  - ix. Any other failures not specifically listed that are an obligation of Lessee.
  - x. When a default is discovered Lessor shall send notice via certified mail to Lessee. Lessee shall cure default within 10 days. Alternatively Lessor may give notice verbally to Lessee at a County Board meeting or committee meeting. Such notice shall be recorded in the meeting minutes. In the event that Lessee fails within a 90 day period to meet its obligations under the Lease on five separate occasions, and such default is not cured within 10 days after receipt of notice for each default, such cumulative defaults shall be considered a material breach, subjecting the Lease to termination and for Lessor to re-enter.
  - h. **REMEDIES:** In the event of a default, Lessor shall have the right to terminate the Lease and re-enter the Leased Premises after Lessee fails to cure default, or in the case of immediate default, Lessor shall have the right to terminate Lease and re-enter the Leased Premises immediately. Lessee may confess termination of Lease through a writing authorizing such signed by a principal of Lessee.
20. **COVENANT AGAINST LIENS:** Lessee hereby covenants and agrees that it will not cause or permit any lien or claim for lien to be asserted against the Leased Premises. Lessee shall indemnify Lessor against any lien and shall actively seek to terminate any lien placed against Leased Premises at Lessee's expense. Lessor may take action, at its sole option, to remove any lien and shall be entitled to full reimbursement for all costs in removing lien from Lessee.
21. **PROPERTY TAXES:** Lessor shall pay all property taxes that come due and owing.
22. **REQUIRED INSURANCE AND INDEMNIFICATION:**
- a. **INSURANCE:** Lessee agrees to maintain the following policies during the term of Lease to be kept on file with the County Administrator. Lessee shall provide proof of policy coverage on the anniversary date of Lease and before taking possession of Leased Premises.
    - i. **Workers' Compensation Insurance Policy** providing (1) payment promptly when due of all compensation and other benefits required of the insured by Illinois and Federal workers' compensation law and (2) employers' liability providing payment on behalf of the insured with per accident/occurrence, per employee and policy limits not less than \$1,000,000 each accident/occurrence for all sums which the insured shall become obligated to pay as damages from injury by accident or disease,

including death. Coverage shall cover all employees and contractors or subcontractors and must include a waiver of subrogation in favor of Lessor. Lessor and Lessee agree and understand that as of the date of this document, no employees, contractors or subcontractors of the Lessee are known or expected to begin work on the premises that would require implementation of this paragraph. However, Lessee warrants that upon its employment of any employees, contractors, or subcontractors that Lessee will insure all conditions of this paragraph are complied with before said employees, contractors or subcontractors would begin employment on the premises.

- ii. **Owner's, Landlord's and Tenant's Liability Insurance Policy:** Lessee shall obtain Comprehensive General Liability and Commercial Auto Insurance policies in the name of the Lessee with the Lessor and marina operator listed as additional insureds for not less than \$1,000,000 per occurrence with \$100,000 damage to rented premises coverage for comprehensive general liability and \$1,000,000 combined single limit for commercial auto insurance. Lessee shall not be obligated in any manner, nor shall this paragraph be construed as to require the Lessee to insure Lessor's property.
  - iii. Any policies maintained by Lessee, its contractors, or subcontractors shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by Lessor. Lessee agrees and shall require each of its contractors and/or subcontractors to agree that they shall each arrange for the issuers of all insurance policies to waive their rights of subrogation against Lessor, including all elected officials and employees of Lessor.
  - iv. All insurance policies required shall be issued by a reputable company having a minimum Best's Rating of B+/IV and shall provide 30 days prior written notice of any substantial change in the coverage, cancellation or non-renewal. Such notices shall be required to be sent to Lessor as well as Lessee and/or Lessee's contractors or subcontractors. Prior to taking possession of Leased Premises, Lessee shall furnish copies all policies to the County Administrator.
- b. **INDEMNIFICATION:** To the fullest extent permitted under law, Lessee agrees to protect, indemnify, defend and hold harmless Lessor, Lessor's agents, and Lessor's employees from and against any and all losses, costs, damages, liabilities, expenses or causes of actions brought against Lessor (1) arising out of, resulting from, relating to or connected with any act or omission of Lessee or Lessee's employees on or about the Leased Premises, and (2) any breach or violation of Lease and such obligations to indemnify shall survive the termination of this Lease for any reason. Lessor agrees that this section does not require Lessee to insure the Lessor's real property herein referred to as "the premises".
- 1. Lessee releases Lessor from any claims for any personal injury or any loss of damage resulting directly or indirectly from any



existing or future condition, defect, matter, or thing in or about the Leased Premises or resulting from any accident in or about the Leased Premises or resulting from any act or neglect.

2. Lessee agrees, in any dispute arising out of Lease, to waive any and all consequential damages, compensation or claims for inconvenience or loss of business, rents or profits. Lessee shall also indemnify and hold Lessor harmless for any damages caused by fire, vandalism, or acts of God to any vehicle, equipment, merchandise or personal property on Leased Premises, except to the extent losses are a result of Lessor's willful misconduct or breach of Lessor's obligation under Lease.
23. **SAVINGS:** In the event that a condition in Lease is found to be unlawful or unenforceable the remainder of Lease shall still apply and be enforceable by either party.
24. **ASSIGNMENT AND SUBLETTING:** Due to the restrictions placed upon the County of DeWitt, requiring the letting of bids to operate Leased Premises, Lease may not be assigned or sublet. Lessee understands that assignment or subletting shall not be permitted.
25. **RECORDS AND ACCOUNTING:**
- a. **ACCOUNTING:** Lessee agrees to maintain a full, true and correct account of all financial transactions pertaining to the operation of all activities in relation to the Leased Premises. All records shall be kept in accordance with generally accepted accounting principles. In addition, all records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other documents that support the records required to be maintained. Failure to maintain these records shall constitute default.
  - b. **AUDITS:** Lessee shall complete monthly, on a form provided by Lessor, a report of Gross Income from dry land storage fees pertaining to the operation of the Leased Premises. Lessor shall have the right to examine and audit all books, records and documents maintained by Lessee in relation to dry land storage fees in the operation of the Leased Premises. Lessor shall be responsible for the cost of performing any audit. In the event that fraud, concealment of funds, or theft is discovered, Lessor shall be entitled to be awarded the reasonable cost of performing the audit in any action resulting in the termination of Lease.
  - c. **PAYMENTS TO LESSOR:** Lessee shall pay to Lessor any and all amounts due and owing on a quarterly basis no later than on the last Friday of March, June, September and December of each year under the contract term. Such payments shall be accompanied by receipts and documentation showing amounts collected and the amount calculated for disbursement to Lessor. Outstanding amounts shall survive Lease and shall still be due and owing upon expiration of Lease.

26. **INGRESS AND EGRESS**: Lessee agrees to not obstruct the ingress or egress of the Leased Premises, or to otherwise prevent entry or exit.
27. **EASEMENTS, PERMITS, AND LICENSES**: Lessor reserves the right to grant easements, permits, and licenses for roadways, utilities, or for other purposes located or to be located on the Leased Premises.
28. **CHANGES OR AMENDMENTS**: No changes or amendments shall be binding unless they are made in writing and approved by the DeWitt County Board and an agent with authorization to bind the Lessee.
29. **DESTRUCTION, FORCE MAJURE**: In the event that the Leased Premises are rendered unable to be used for the purposes of operating a sailing association facility by no act of the Lessee or Lessor and the cost to restore the Leased Premises to operable condition exceeds 50% of the value of the Leased Premises the parties shall be relieved of any further liability or financial commitment and the Lease shall terminate with all amounts previously due and owing to remain.
30. **VACATING THE LEASED PREMISES**: Lessee shall, upon the expiration or termination of this Lease, vacate the Leased Premises and remove all property owned by Lessee with the exception of permanent structures or other construction affixed to the premises. Lessor shall be entitled to consider any property remaining abandoned and claim title to remaining property or may dispose of the property and be entitled to compensation from Lessee for disposal.
31. **NUCLEAR POWER COOLING**: In the event that Lessor is ordered by any governmental or regulatory entity with authority over the Clinton Nuclear Power Station, or other name the power station may represent itself as, or if Lessor determines it is necessary, water within the Leased Premises shall be used to further the operations of Clinton Nuclear Power Station. Lessor shall provide 30 days notice of such an event, but may unilaterally authorize such use if Lessor or other competent entity determines such an event to be an emergency. Lessee shall not be responsible for the removal of any watercraft or docks from the water.
32. **THIRD PARTY BENEFICIARIES**: Lessee agrees that there are no intended third party beneficiaries to Lease, nor are any rights conferred upon any party not named in Lease.
33. **COOPERATION**: Lessor agrees not to impede Lessee in the performance of his contractual duties under this agreement. Lessor agrees not to contract with any third parties that impede Lessee in the performance of his contractual duties under this agreement.
34. **POINT OF CONTACT**: In the event that Lessor must be contacted to resolve an issue, Lessee shall contact the current DeWitt County Marina Committee Chairman. In the event that the Marina Committee Chairman is not available and an alternative contact has not been established any member of the Marina Committee may be contacted in lieu of the Chairman. The DeWitt County Board reserves the right to remove this authority as a




body politic or transfer this authority to another agent or board member without prior notice to Lessee. In the event that Lessee must be contacted to resolve an issue, Craig Rost or the then Registered Commodore of Lessee shall be the point of contact.

All legal notices to Lessor shall be sent to;  
DeWitt County Marina Committee  
201 W. Washington Street  
Clinton, IL 61727

With a copy sent to:  
DeWitt County State's Attorney's Office  
201 W. Washington Street  
Clinton, IL 61727

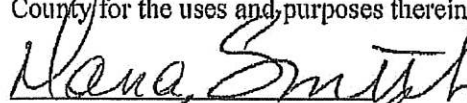
All legal notices to Lessee shall be sent to;  
Craig Rost  
1214 W. Charles  
Champaign, Illinois 61821

State of Illinois )  
County of DeWitt ) ss.

  
David Newberg, DeWitt County Board Chairman

3-21-19  
Date

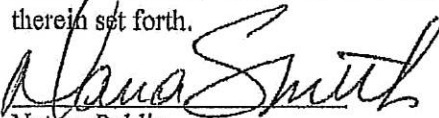
I, Dana Smith, County Clerk certify that David Newberg of the County of DeWitt, State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, as the duly authorized agent of the County for the uses and purposes therein set forth.

  
County Clerk of DeWitt County, Illinois

*State of Illinois*  
*County of DeWitt*  
Craig Rost, Commodore, Clinton Lake Sailing Association

3-21-2019  
Date

I, Dana Smith, Notary Public, certify that Craig Rost, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, as the duly authorized agent of the corporation for the uses and purposes therein set forth.

  
Notary Public





WHITE PIGEON RD

SAILBOAT RD

Leach Field

Sailboat Assoc

Exhibit "A"

