

MARINA COMMITTEE MEETING

DATE OF MEETING: January 3, 2024 at 5:01 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.
- Motion by Matthews, 2nd by Witte to approve the December 5, 2023 and December 18, 2023 minutes. Voice vote, motion carried.
- Motion by Matthews, 2nd by Farris to approve the claims. Voice vote, motion carried.
- Discussion on maintenance items at the marina.
 - Removal/disposal of the old gas dock
 - Leave the orange barrels.
 - Sealing of docks. Matthews indicated that it was done last fall – no need to do anything more.
 - Culverts fixed.
 - Big pipes – old posts anchoring the old gas dock – leave. Could be used as parking curbs.
 - Waiting list – the list was never given to the county. A new list has been started. General discussion on how to manage the list should the county continue ownership of the marina.
- General discussion on the information packet to send out with the Request for Proposals.
- Will send the amended slip rental agreement to the full board for approval.
- Motion by Matthews, 2nd by Farris to adjourn at 5:28 p.m. Voice vote, motion carried.

COMMITTEE ACTION:

Approve the December 5, 2023 and December 18, 2023 minutes.
Approve the claims.

RECOMMENDATIONS TO THE BOARD:

None

DATE OF NEXT MEETING: February 6, 2024 at 5:00 p.m.

AGENDA FOR THE MARINA COMMITTEE

Date and Time of Meeting: January 3, 2024 at **5:00 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. Approve last month's minutes.
 - b. Approve Claims
 - c.
 - d.
 - e.
- 4) Closed Session
 - a.
- 5) Items for Discussion Only (No Action Requested)
 - a. Marina RFP
 - b. Maintenance items
 - c.
- 6) Motion to adjourn.

Posted: December 28, 2023 at 4:15 p.m.

By: Betty J Smith

Revised December 28, 2023 at 4:22pm.

Slip/Mooring #

Licensee:

**DeWitt County
Slip/Mooring License Agreement**

This License Agreement (Agreement) is entered into this 8th day of February 2024 by and between DEWITT COUNTY, and Illinois body politic and corporate (hereinafter referred to as Marina) and _____ (hereinafter referred to as Licensee).

WITNESSETH

1. This Agreement is for the exclusive, non-commercial, use of the dock space described as Slip/Moor # ____ located at Lake Clinton, Weldon, DeWitt County, Illinois from the date first stated above until midnight February 28, 2025. Licensee shall display a current Slip/Mooring decal on the starboard side of boat and trailer as evidence of this license.

2. Licensee agrees to pay to Marina the sum of \$ _____ (License Fee) in full on or before **March 1, 2024** (Due Date). In the event that any amount remains due and unpaid after the Due Date (Unpaid Balance), then a 6% late payment fee will be assessed on the amount due, and a 2% charge per month will be assessed on the Unpaid Balance. **If renewal fee is not paid by April 1, 2024 the Licensee forfeits the right to the slip and must remove their boat within 14 days. If the boat is not removed by April 15th the Licensee will be responsible for any legal fees and costs incurred to have the boat removed.**

3. In the event that any amount remains due and unpaid after the Due Date, then the Marina may at its sole option and without further notice of default, declare Licensee in default of this agreement and pursue any remedy for default provided by law or this Agreement, including, but not limited to, foreclosure of its liens against any watercraft located therein, removal of such watercraft, forfeiture of such license and re-letting it to another licensee. Such remedies are cumulative.

4. Licensee shall have the right during the term of this Agreement to dock the one boat described herein in the slip or mooring described above. Marina reserves the right to permanently reassign the Licensee to a suitable slip in the event that the Licensee acquires a substitute boat of differing characteristics. Marina reserves the right, for safety of persons or property or in the event that the maintenance of the slip should be required, to temporarily reassign the slip to be used by Licensee. In the event that the Licensee is reassigned hereunder, the Marina shall not be required to refund any portion of the License Fee. In the event that the Licensee is permanently reassigned hereunder to a slip for which the established License Fee is greater than that set out above the Licensee shall pay an additional license fee equal to the difference in the unexpired dockage fee.

This agreement expressly includes paragraphs 5 through 20 set forth below as if full set forth herein.

5. Licensee may not assign, transfer or permit use of assigned slip or mooring **without the written consent of the Marina and proof of insurance. Licensee may authorize an insured boat to use slip for up to 72 hours without committee approval. Licensee must notify Marina Operator within 24 hours of slip use.**

6. Boat leaving for an extended period will so notify the Marina.

7. The Licensee understands and expressly agrees that for reasons of safety to persons and property no gasoline may be stored in containers on or dispensed from slips and that all gasoline must be dispensed or loaded solely from the Marina Fuel Dock.

8. Licensee agrees to maintain a minimum of **\$500,000** combined single limit (limit per accident) liability insurance covering the boat to be docked and shall furnish proof of such insurance to Marina, Marina's Agent or Lessee and providing 10 days notice prior to cancellation or reduction in coverage. Licensee acknowledges that Licensee is responsible for the conduct of persons using the boat or the slip with Licensee's consent or authority.

9. It is understood by and between the parties that this Agreement is for a license for the use of the slip described and shall not be construed as a lease and shall not confer upon Licensee any estate in land or rights other than those expressly conferred herein.

10. Licensee understands and expressly agrees that for reason of health and safety, swimming is prohibited upon the Marina

premises and Licensee expressly agrees to use his/her best efforts to prevent any person from swimming in the waters surrounding the above-described slip and shall not permit or allow any person to use either the slip or boat described for that purpose.

11. Licensee agrees that the use of the slip described and the facilities of Marina attendant therein and the related handling of the boat to be docked therein shall be at the sole risk of the Licensee. LICENSEE WARRANTS AND REPRESENTS THAT THE LICENSEE IS FULLY INFORMED AND QUALIFIED IN PROPER MOORING TECHNIQUES, INCLUDING THE PROPER USE OF SPRING LINES TO RESTRAIN AND PREVENT CONTACT BETWEEN DOCK AND BOAT. Licensee agrees that the Marina shall not be liable for any damage to the boat described above or injury to persons resulting from the use of the slip or other facility of the Marina; and further agrees to appear, defend, indemnify, and hold harmless Marina from any cause of action or claim arising out of such use. Further, Licensee shall reimburse Marina for the reasonable costs of repairs to Marina property, including docks for damages for improperly secured watercraft in such slip.

12. Licensee agrees to keep the dock area serving the assigned slip free of tackle, gear, rubbish, and debris; to keep the water surrounding the assigned slip free of debris and to refrain from depositing any materials whatsoever into the water. Licensee may maintain one storage container on the walkway adjacent to the assigned slip, provided the construction and design of the container is approved by the Marina and it is clearly marked with the name or number of Licensee or Licensee's boat.

13. It is specifically agreed that the license granted hereunder is for the personal and non-commercial use of the Licensee and that any commercial use of the slip or boat docked thereon is expressly prohibited, including, but not limited to, the rental or lease of the boat or the sale of merchandise at retail or the use of the boat in any manner attendant to the sale of boats or motors or marine equipment. This clause shall not be construed as prohibiting the private, non-commercial sale of the docked boat or articles of used marine equipment to a private individual, provided that no sign advertising the boat for sale shall be displayed upon the boat or slip without Marina's express permission. Nothing in this clause shall be construed as prohibiting the use of the boat docked thereon for business entertainment purposes unrelated to the sale of boats, motors, or marine equipment.

14. In the event either party breaches this agreement, the non-breaching party may serve a written notice of default to the breaching party. In the event the defaulting party does not cure the default within: (a) five (5) days for monetary default, and (b) ten (10) days for non-monetary default, the non-defaulting party may declare this agreement terminated by providing written notice to the defaulting party. All notices shall be sent either by personal delivery or by U. S. Mail postage prepaid to the address set forth, if to the licensee, at the address listed within the registration information of this agreement and to, if to the Marina, DeWitt County Board, ATTN: Dee Dee Rentmeister 201 W. Washington St. Clinton, IL 617

27. In the event the Licensee breaches the agreement, Marina shall be entitled to retain all dockage or dockage fees paid hereunder as its liquidated damages Licensee grants to Marina a retaining lien upon the boat described herein. Licensee agrees, upon notice of a breach, to remove the boat docked from the assigned slip within fourteen (14) days of the date of mailing or posting of the notice upon the entrance to the docked boat and upon failure to do so, grants to Marina the right to remove such boat from the assigned slip and to store it ashore and agrees to pay to Marina the usual charges of Marina for such removal and storage. Notice of breach shall be deemed given Licensee upon the mailing by the first class U.S. Mail to Licensee at the last address appearing upon Marina's records or by posting a copy thereof upon the entrance to the docked boat. Marina shall have such other remedies for breach which are provided in law or equity.

In the event that this license is terminated as a result of the Licensee's failure to pay money due and owing under the agreement and the Licensee is evicted, abandons, or vacates the premises, the Licensee shall still remain liable for any and all monies to become due and owing under this agreement notwithstanding the fact the Licensee is no longer in possession.

In the event of a breach of this agreement by Marina, caused by an act of God, fire or other casualty, or an action of State, Local or Federal Government Agency, or act of Constellation (Clinton Power Station) then and in that event, Licensee shall not be entitled to any refund of the License Fee.

15. Marina Operator or Property Owner will determine at its own discretion whether to offer potable water, public restroom access and onsite Marina office hours from November 1st to March 31st. Marina agrees to provide containers sufficient for the disposal of trash, to furnish one or more sanitary stations for the pumping and cleaning of heads and holding tanks and, where available without hazard, to make electrical hookups available to Licensee. Licensee agrees that certain slips are equipped with electrical power outlets and meters. Licensee agrees that in the event from time to time such amounts shall constitute and be deemed payment due and under the terms of this slip license agreement as if it were fully set forth herein. Licensee agrees not to install or maintain any electrical appliance on the dock served the slip assigned unless such installation shall have been approved in writing by Marina or make changes to the docks, including wiring, without written permission from Marina. Licensee acknowledges and agrees that such power to such slip outlet may be interrupted from time to time and while Marina shall attempt to restore (including the setting of circuit breakers) as promptly as practical. Marina shall not be liable for any damages of any kind for such power failure or interruption. **An electrical surcharge of**

\$100.00 will be assessed on those slips on docks 4 and 6.

16. Licensee agrees to pay reasonable Attorney's fees and costs by Marina to enforce this agreement, enjoin the breach thereof, or to enforce its specific remedies hereunder.

17. Licensee agrees to comply with those reasonable Rules of Conduct which shall be adopted from time to time by Marina, including but not limited to, Quiet Hours, and upon being notified in writing by Marina of a violation by Licensee, Licensee acknowledges that such violation is a breach of this license and waives any waiting period of notice period provided in paragraph 14 above. Licensee shall vacate slip and remove any docked boat therein within such period as specified by Marina in such notice. Marina may, in writing, suspend termination date after a violation, but the notice of violation by the Dockmaster shall be final and non-appealable. Licensee agrees to avoid any use of the slip or boat which unreasonably disturbs other Licensees or causes damage to the property of Marina and others. If any such damage is caused, then and in that event, Licensee agrees to promptly repair the same at Licensee's cost. Upon Licensee's failure to promptly repair such damage, then and in that event, Marina shall have the right to see to its repair and to charge Licensee with the cost thereof which Licensee agrees to pay upon demand.

18. Marina reserves the right to sublet and/or assign this Agreement at any time to whom it may choose without prior notification to or permission from Licensee.

19. This agreement is binding upon the privies, assignees, successors, heirs, legatees, executors, or administrators of the parties.

RETURN WITH PAYMENT AND PROOF OF INSURANCE

Registration Information **(PLEASE PRINT)**

OWNER' S NAME _____ SLIP/MOORING # _____

ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

PRIMARY PHONE _____

SECONDARY PHONE _____

(Primary) E-MAIL _____

(Secondary) E-MAIL _____

BOAT NAME/REGISTRATION NUMBER _____

BOAT MAKE _____ LENGTH OVERALL _____

MOTOR MAKE _____ HORSE POWER _____

TRAILER/CRADLE MFG. _____ LICENSE PLATE # _____

LICENSE FEE DUE \$ _____

LICENSEE:

DEWITT COUNTY

Sign _____

Print Name: _____

Date: _____

Dee Dee Rentmeister,
DeWitt County Administrator