Attached is the renewal lease for the Coast Guard Auxiliary at Sunset Marina. The space is located at the front of the building in the area known as the showroom. It is approximately 980 square feet. The tenant pays the electric and gas charges. There is no sewer or water.

The lease term begins April 1, 2016, and ends no later than March 31, 2017. The lease can be terminated by either party with thirty (30) days written notice. The lease rate remains one dollar ($1.00) per year. The Coast Guard Auxiliary has leased this space for over 20 years.

**Recommendation**

The Public Works Department recommends that the City Council approve the Coast Guard Auxiliary lease renewal as written and authorize the City Manager to execute the lease agreement.

**Submitted by:**  
Randall D. Tweet, Public Works Director  
Melody Miller, Assistant to the Public Works Director/Marina Manager

**Approved by:**  
Thomas Thomas, City Manager
LEASE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, A.D. 2016, by and between the CITY OF ROCK ISLAND, Illinois, a Municipal Corporation, LANDLORD, and the U.S. COAST GUARD AUXILIARY, TENANT.

WITNESSETH:

That the said LANDLORD does hereby LEASE to the said tenant, the following described property, located at Sunset Marina, situated in the City of Rock Island and the State of Illinois, to be used as CLASSROOM, MEETING ROOM, AND OFFICE.

VIZ. Area to be leased is the east 20' feet more or less in the structure known as the "Showroom Building" and containing approximately 980 square feet as shown on the attached floor plan marked "Exhibit A" and made a part hereof by reference.

The term begins on the 1st day of April, 2016 on a month to month basis ending no later than the 31st day of March, 2017. This agreement may be terminated at any time by either party upon 30 day written notice.

TENANT agrees to pay as rent for said premises, the sum of ONE DOLLAR ($1.00) per year by April 1st, 2016.

TENANT shall be allowed to erect and maintain a Coast Guard Radio antenna on the exterior wall on the south side of the leased premises. Tenant agrees to remove said antenna upon termination of this agreement.
TENANT shall pay the total gas and electric charges on the premises during the term of the lease.

TENANT acknowledges that the subject property is subject to flooding and agrees that the LANDLORD shall not be liable for, nor required to repair, any damage to the leased premises or TENANT’S equipment and personal property for not providing flood protection.

TENANT agrees not to make any improvements, alterations, or additions to the leased premises without prior written approval of the LANDLORD and TENANT shall obtain all necessary permits prior to making said improvements, alterations, or additions.

TENANT shall be responsible for providing and maintaining fire extinguisher in the leased area, and shall pay for any and all service charges necessary.

TENANT shall be responsible for maintaining the interior of the leased area. The LANDLORD shall be responsible for maintaining the exterior of the leased premises, the wiring, and plumbing systems.

TENANT shall, during the entire term of this Lease Agreement, keep in full force and effect a commercial general liability policy of insurance with a minimum amount of coverage of 1,000,000.00 per occurrence. The policy shall name LANDLORD as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the LANDLORD thirty (30) days prior written notice. The insurance shall be with an insurance company approved to do business in the State of Illinois and a current copy of the policy or certificate of insurance shall be delivered to the LANDLORD.

TENANT will and does indemnify LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the
Demised Premises or the occupancy or use by TENANT of the Demised Premises or any part thereof which claims damage and liability are occasioned wholly or in part by any act or omission of TENANT, its agent, employees, contractors, sublessee, concessionaires or licensees. This indemnity shall apply in connection with claims, causes of action or judgments arising out of the premises owned by LANDLORD upon which the Demised Premises are located, in the event of the carelessness and neglect of TENANT, its agents, employees, contractors, sublessee, concessionaires or licensees. It is further expressly agreed and understood that acts of TENANT'S agents, guests, invitees and patrons, whether authorized by TENANT or not, shall be considered to be the express act of TENANT and the TENANT shall, for the purposes of this Lease, be deemed responsible and chargeable for any and all acts or omissions of whatever kind or nature which are performed, permitted, allowed, or tolerated by TENANT and his/her agents, guests, invitees and patrons.

LANDLORD shall not be liable for any damage occasioned by failure to keep said premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, electric wires or sewage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet or wastepipe; in, above, upon or about said building or premises, nor for damage occasioned by water, snow, or ice being upon or coming through the roof, sky light, trap door, entrance, yard, plaster or appliances; nor for any damage resulting from fire, explosion, failing or otherwise, nor for any damage arising from acts or neglect of co-tenants or other occupants of the same building, or any owners or occupants of adjacent or contiguous property, except to the extent that any such loss or damage is caused by LANDLORD'S own negligence.

TENANT agrees at all times, at its expense, to keep its merchandise, fixtures and any and
all other property situated within the Demised Premises, including but limited to property owned by third parties, insured against fire, with extended coverage, in a reasonable and adequate amount to protect LANDLORD'S interests therein, whatever they may be. TENANT shall also carry fire and extended coverage insurance on the value of any improvements and alterations made to the Demised Premises by TENANT. Such insurance shall be carried with companies authorized to do business in the state.

TENANT shall obtain a written obligation of each insurance company to notify LANDLORD at least thirty (30) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be delivered to LANDLORD prior to the commencement of TENANT'S occupancy hereunder, and renewals thereof as required shall be delivered at least (30) days prior to the expiration of the respective policy terms. The proceeds to TENANT of such insurance shall be applied for the repair or replacement of TENANT'S merchandise, fixtures and other property situated within the Demised Premises and to the repair and replacement of the improvements and alterations made by TENANT to the Demised Premises. If during the term of this lease the Demised Premises shall be destroyed by fire, the elements or any other cause, this Lease shall cease and become null and void from the date of such damage or destruction, and TENANT shall immediately surrender premises to LANDLORD. LANDLORD shall not be liable for any cost incurred by the TENANT due to displacement due to any of the aforementioned events which are out of the reasonable control of the LANDLORD.

The said TENANT shall permit the LANDLORD to have free access to the premises hereby leased for the purpose of examining or exhibiting same, or to make any needful repair or alteration of such premises, which said LANDLORD may see fit to make; also to allow to have placed upon said premises, at all times, notices of “FOR SALE” or “TO RENT”, and will not
interfere with the same.

IT IS FURTHER AGREED by the said TENANT that neither TENANT nor TENANT'S legal representatives will sublet said premises or any part thereof, or assign this Lease, without the written consent of the LANDLORD had thereto, and that neither TENANT nor TENANT'S legal representatives will use said premises for any purpose calculated to injure or deface the same, or to injure the reputation or credit of the premises or of the neighborhood.

IT IS FURTHER AGREED that the TENANT shall keep said premises in a clean and healthy condition, in accordance with the Ordinances of the City Of Rock Island and all the rules, regulations, ordinances, laws or statutes of any governmental body.

AND, IT IS FURTHER EXPRESSLY AGREED between the parties, that if default shall be made in the payment of the rent above reserved, or any part thereof, or in any of the covenants or agreements herein contained to be kept by the TENANT or TENANT'S heirs, executors, administrators or assigns, it shall be lawful for LANDLORD or LANDLORD'S legal representatives to re-enter into and upon said premises, or any part thereof, either with or without process of law, and repossess the same and to distrain for any rent that may be due thereon, at election of said LANDLORD; and in order to enforce to forfeiture for nonpayment of rent, it shall not be necessary to make a demand on the same day the rent shall become due, but a demand and refusal or failure to pay at any time on the same day or at any time on any subsequent day, shall be sufficient; and after such default shall be made, the TENANT, and all persons in possession under TENANT shall be deemed guilty of forcible detainer of said premises under the Statute.

TENANT shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by the LANDLORD in enforcing the covenants and agreement of this Lease provided that LANDLORD prevails in any litigation commenced by it to enforce the same.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the
day and year first above written.

CITY OF ROCK ISLAND, ILLINOIS
A Municipal Corporation, LANDLORD

Attest:
__________________________________________
By: _______________________________________
    City Manager

U.S. COAST GUARD AUXILIARY
Flotilla 93, 8th Western River, Station Commander

Attest:
__________________________________________
By: _______________________________________

U.S. COAST GUARD AUXILIARY

__________________________________________
By: _______________________________________