

**Memorandum
Public Works Department**



To: City Manager
Subject: Sunset Marina Apartment Rental
Date: July 1, 2016
Number: 2016-134

The marina has an individual interested in renting the apartment. The apartment is located on the second floor above the restroom/shower facility. It has two bedrooms and is approximately 1,050 square feet. The rent includes water, sewer, refuse, electric and gas.

Attached is the draft lease. The rent is \$825.00 per month and is based on a market study of similar properties conducted by staff. The lease will be for 12 months starting in July 12, 2016 and includes a 60-day cancelation option.

Recommendation

The Public Works Department recommends that the City Council approve the Sunset Marina apartment lease as written and authorize the City Manager to execute the lease agreement.

Submitted by: Randall D. Tweet, Public Works Director
Melody Miller, Marina Manager

Approved by: Thomas Thomas, City Manager

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of July, A.D., 2016, by and between the **CITY OF ROCK ISLAND , ILLINOIS** , a **Municipal Corporation** , (hereinafter described as "**LANDLORD**") , and Roberta J. Ferguson , (hereinafter described as "**TENANT**").

WITNESSETH:

That the said **LANDLORD** does hereby lease to the said **TENANT**, the following described property, situated in the City of Rock Island, County of Rock Island and State of Illinois, to be used as a Residence only.

viz: Area to be leased is a two (2) bedroom apartment, approximately 1,050 square located at Sunset Marina on the second floor of the north west structure known as the "Shower Rooms" and including the deck located at the side of the structure,

for the term of twelve (12) months, beginning on the 12th day of July, 2016 and ending the 11th day of July, 2017.

TENANT agrees to pay as rent for said premises the sum of Eight Hundred Twenty Five Dollars and No Cents (\$825.00) per month, payable in advance on the twelfth day of each month, beginning July 12, 2016 and ending July 11, 2017.

TENANT and **LANDLORD** each have an option to cancel the lease with a sixty (60) day written notice during the twelve (12) month period of the lease.

TENANT will pay a **SECURITY DEPOSIT** in the sum of Eight Hundred Twenty Five Dollars and No Cents (\$825.00) in July 2016. At the Termination of the Lease, the **LANDLORD** shall use the deposit for repairs of any damage to the leased premises which may occur during the term of the lease. The unused portion of the Security Deposit will be returned to the Tenant.

TENANT acknowledges that the subject property is subject to flooding and agrees that the **LANDLORD** shall not be liable for any damage to **TENANT'S** personal property resulting from a

flood.

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.

The **LANDLORD** shall be responsible for maintaining the exterior and interior of the leased premises. The **LANDLORD** shall decide what maintenance and repairs will be necessary.

TENANT shall, during the entire term of this Lease Agreement, keep in full force and effect a policy of liability and property damage insurance with respect to the Premises, in which the limits of public liability shall not be less than One Hundred Thousand and no/100 dollars (\$100,000.00) per person and Five Hundred Thousand and no/100 dollars (\$500,000.00) per accident, and in which the property coverage shall not be less than One Hundred Thousand and no/100 dollars (100,000.00). The policy shall name the **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 in 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**.

It is further expressly agreed and understood that acts of **TENANT'S** guests, invitees, 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 guests, invitees.

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 waste-pipe; 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. 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** and shall pay rent only to time of such surrender. If the Demised Premises shall be damaged by fire or other causes so as to be capable of being repaired within a reasonable time, **LANDLORD** shall have the option to repair the same and during the time that repairs are being made, **LANDLORD** shall remit to **TENANT** just and fair portion of rent according to the nature of damage sustained and according to the extent that the **TENANT** is deprived of the use of the premises. **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 rules, regulations, ordinances, laws or statutes of any governmental body.

IT IS FURTHER AGREED that the **TENANT** shall not keep any pet(s) on the premises without the written permission from the **LANDLORD**.

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 the 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 **LANDLORD** in enforcing the covenants and agreements of this Lease provided that **LANDLORD** prevails in any litigation commenced by it to enforce 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

TENANT

Attest:

By: _____

Roberta J. Ferguson