

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH G & H  
SERVICES, LLC-1 FOR NELSON PARK MARINA FUEL SYSTEM**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
DECATUR, ILLINOIS:**

Section 1. That the Lease Agreement presented to the Council herewith as Exhibit A, and made a part hereof, by and between the City of Decatur, Illinois, and G & H Services, LLC-1, for Nelson Park Marina Fuel System, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to sign, seal and attest said Lease Agreement on behalf of the City.

PRESENTED and ADOPTED this 15<sup>th</sup> day of April 2024.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK

**Fuel System Lease Agreement**

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Lease Agreement (“Agreement”) is entered into by and between G & H Services, LLC-1, an Illinois corporation (“G & H”) and the City of Decatur, Illinois, an Illinois municipal corporation (“City”). The parties agree as follows:

**Section 1.** In exchange for G & H agreeing to operate a marina for Lake Decatur and the City allowing G & H to utilize the underground gas storage tank located near Lake Decatur for the storage of gas to be used in the operation of the marina business which includes the dispensing of gas, the City agrees to lease to G & H the Nelson Park Marina Fuel System consisting of underground piping and gas dispensing facilities (“fuel system”) but excepting the underground fuel storage tank which shall remain the responsibility of the City.

**Section 2.** G & H shall be responsible for the management, maintenance, and improvements to the system as required by State and local laws, and as they deem necessary at their own cost and to retain any and all monies received from the management and operation of the fuel system. Any improvements made shall remain the property of the City unless agreed to in writing as provided in this Agreement. G & H agrees to maintain the fuel system in good working order and to operate the fuel system during those time periods that the marina operated by G & H is open to the public.

**Section 3.** G & H agrees to comply with all local, state and federal laws, statutes, and regulations in the performance of the improvements, maintenance, and operations of the fuel system including, but not limited to, proper licensing of persons authorized to dispense gas. The City may terminate this Agreement upon failure of G & H to comply with the requirements of this Section 3.

**Section 4.** G & H shall provide fuel system access to designated City personnel authorized to dispense gas from the fuel system. The Public Works Director will provide G & H with a list of said designated City personnel. G & H agrees to provide thirty (30) days advance notice to City for periods of time that the fuel system will not be operational except in emergency situations for which notice will be provided to City as soon as practicable.

**Section 6.** G & H will provide a report and invoice to the City on the first of every month setting forth the amount of gas used by the specific City personnel the previous month and setting forth the specific City personnel using the fuel system for each specific transaction for fuel use by the City of Decatur of governmental functions.

each specific transaction for fuel use by the City of Decatur of governmental functions. G & H agrees to charge and invoice the City only for G & H's actual wholesale (i.e. supplier) cost with not markup or overhead costs. The City shall not be liable for and shall not be charged for any taxes and fees from which the City is exempt. The City will pay G & H within 30 days of receipt of invoice.

**Section 7.** G & H hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements including Worker's Compensation claims and including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges to the extent proximately caused or proximately arising out of negligent acts or omissions to act by G&H in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of G&H or its subcontractors.

The City shall indemnify and save harmless G&H, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of G&H and shall indemnify and save harmless G&H from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by the City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

**Section 8.** This Agreement may only be amended by a written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party.

**Section 9.** The parties to this Agreement are barred from transferring, assigning or delegating the rights and/or duties set forth herein, and any attempted transfer, assignment or delegation will be null and void.

**Section 10.** Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

**Section 11.** This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

**Section 12.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each

party hereto shall constitute the Agreement as fully as if all the parties shall have signed a single document.

**Section 13.** This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

**Section 14.** All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

To City:       Public Works Director  
                  City of Decatur  
                  #1 Gary K. Anderson Plaza  
                  Decatur, IL 62523

To:             G & H Services, LLC-1  
                  2194 S. Imboden Ct.  
                  Decatur, IL 62521

**Section 15.** G & H and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement including, without limitation, tax consequences. G & H and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

**Section 16.** This is an enforceable Agreement placing specific obligations on the City and G & H. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

**Section 17.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

**Section 18.** Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

**Section 19.** The warranties and agreements contained herein shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

**Section 20.** This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

**Section 21.** Time shall be considered to be of the essence of this Agreement.

**Section 22.** This Agreement shall be construed, interpreted, and governed by the laws of the State of Illinois. Each Party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the Circuit Court of the State of Illinois in Macon County. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois. Each Party further accepts for itself, himself or herself and in respect of its, his or her property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it, he or she may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.

**Section 23.** No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**Section 24.** This Agreement shall be in effect as long as G & H is operating a marina on or immediately adjacent to Lake Decatur. This Agreement shall terminate immediately and without notice if and when G & H ceases to operate said marina. Either party may terminate this Agreement with six months prior notice to the non-terminating party.

**Section 25.** G & H agrees to obtain and maintain the following insurance coverages with the City of Decatur, its trustees, officers, directors, and employees are named as additional insureds:

- General Liability - \$1,000,000 Each Occurrence, \$2,000,000 Aggregate
- Workers Compensation - \$500K/\$500K/\$500K
- Umbrella/Excess Liability \$5,000,000 Each Occurrence/ \$5,000,000 Aggregate

G&H will provide a certificate of insurance upon execution of the agreement and annually each year thereafter for the term of the agreement.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year appearing opposite their signatures below.

G & H SERVICES, LLC-1

BY: Valerie Doran  
ITS: President  
DATE: 3/29/24

STATE OF ILLINOIS )  
COUNTY OF Macon)

I, Kristin Sprague, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Valerie Doran, personally known to me to be the same person, whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of March, 2024.

CITY OF DECATUR, ILLINOIS

BY: \_\_\_\_\_  
ITS: Mayor  
DATE: \_\_\_\_\_



*Kristin Sprague*

ATTEST:

\_\_\_\_\_  
CITY CLERK