

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # \_\_\_\_\_

DATE \_\_\_\_\_

TITLE

## A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE USE OF BOWMAN FIELD

**BE IT HEREBY RESOLVED** that City Council of the City of Williamsport authorizes the Mayor and City Controller to execute the attached Bowman Field Conditions for Use Agreement between the City of Williamsport and Blaise Alexander Family Dealerships, 933 Broad Street, Montoursville, PA 17754, permitting the use of the paved parking lot adjacent to Bowman Field on Wednesday, July 14, 2010 thru Saturday, July 17, 2010 and Wednesday, August 25 thru Saturday, August 28, 2010 for the purpose of an automobile sale.

Approved

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President

**CITY OF WILLIAMSPORT**  
**DEPARTMENT OF STREETS, PARKS & FLOOD CONTROL**

**MEMO**

**To:** Mayor Gabriel J. Campana and Members of City Council  
**From:** William C. Wright  
**Subject:** Request for the Use of Bowman Field  
**Date:** July 1, 2010

Attached for your review and approval is a resolution authorizing the execution of the Bowman Field Conditions for Use Agreement between the City of Williamsport and the Blaise Alexander Family Dealerships, 933 Broad Street, Montoursville, PA for the use of the paved parking area adjacent to Bowman Field for an automobile sale to be held on Wednesday, July 14 thru Saturday, July 17, 2010 and Wednesday, August 25 through Saturday, July 28, 2010.

The organization will be responsible for the following:

1. A certificate of insurance must be submitted to the Department of Streets and Parks in the amount of no less than \$500,000.00 naming the City as coinsured and accepting liability for personal injury, including participants and spectators, and property damage as it may result from the organization's use of this facility.
2. The organization is subject to the Bowman Field fee schedule.
3. The organization must adhere to the schedule of use as set forth by the General Manager of Public/Contract Services. Any changes must be approved prior to use.
4. The attached Conditions for Use Agreement must be signed.

I am requesting that action be taken on the resolution on Thursday, July 8, 2010.

WCW/dg

Attachments

## CONDITIONS FOR USE

### BOWMAN FIELD

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the **CITY OF WILLIAMSPORT**, hereinafter referred to as the **Lessor**, or **City**, (Any additional events added to this event after the above stated date, which may be subject to a fee, will be charged according to the Bowman Field Use Fee Schedule, Exhibit "A".)

- AND -

### BLAISE ALEXANDER FAMILY DEALERSHIPS

hereinafter referred to as the Lessee.

**WITNESSETH:** For and in consideration of the sum of the amounts due according to Exhibit "A" and other valuable considerations, the Lessor does hereby demise and let to the Lessee, which does hire and take from the Lessor, the facilities and premises of **Bowman Field** upon the following terms, conditions and covenants:

1. **SECURITY DEPOSIT** - The Lessee will pay to the City a \$500.00 refundable security deposit upon execution of this agreement. Said deposit will be applied to the cost of repairing damage determined to be caused by the Lessee's use of the premises. Should the repair costs exceed the amount of the security deposit, the Lessee will pay the balance upon submission of actual invoices for the repair. If no damage has occurred, said security deposit would be returned to the Lessee within 30 days after the lease terminates.
2. **RENT** – Rent shall be **\$100.00 per day**. All amenities will be charged in accordance with the Fee Schedule on Exhibit "A" for the period covered by the Lease Agreement. Said rent shall be payable at the City of Williamsport, Department of Streets and Parks, located at 1550 West Third Street, Williamsport, PA 17701. The rental rates are attached hereto and marked Exhibit "A".
3. **TERM** – The Lease of the playing field, adjacent parking lot, concession area and support facilities shall be **Wednesday thru Saturday, July 14, 15, 16 and 17, 2010 and Wednesday thru Saturday, August 25, 26, 27 and 28, 2010**. Either party may terminate this lease upon 30 days written notice.
4. **PURPOSE** – The Lessee shall use the leased premises for the purpose of an **automobile sale in the paved parking lot area** as arranged and approved through the General Manager of Public/Contract Services throughout the term of the Lease. All rescheduled activities must also be arranged and approved through the General Manager. The Lessee shall not sublet or use this facility for any other than the above stated purpose.

5. **CHARGES** – An admission fee may be charged; however, it will be the responsibility of the Lessee to adhere to all local taxing and ordinances, including health laws, of the City of Williamsport.
6. **SCOREBOARD, BASES AND FIELD LIGHTS** – The Lessee must obtain written authorization from the General Manager of Public/Contract Services to use the existing scoreboard, bases and field lights. At the conclusion of this lease, it will be the responsibility of the Lessee to restore everything in like kind or replace to equal or better for any damages.
7. **ADVERTISING** – The Lessor reserves all advertising rights within Bowman Field including but not limited to billboard space, outfield fences, etc.
8. **MAINTENANCE** – The City will initially prepare the playing field. The Lessee will be responsible for maintaining the infield and for pre-game preparation. The Lessee will be responsible for keeping all areas free of trash and litter including but not necessarily limited to the inside of Bowman Field and the adjacent park areas. This is also meant to include the hauling away and dumping of all trash receptacles in Bowman Field and from concessions to designated city-owned receptacles. The Lessee will surrender the field at the end of the term in the same condition as delivered. It shall be the obligation of the Lessee at the Lessee's expense for grounds crew personnel to return the field to its original condition as it was before the Lessee's use. Any excessive damage to the playing field or the removal of excessive material, debris, such as cases, cartons, earth, decorations and the like, is considered extraordinary. If the Lessee does not remove or clean up to the satisfactory of the Lessor, the City will use city personnel to perform this work, and any fees shall be charged to the Lessee.
9. **INSURANCE** – The Lessee shall hold the City harmless from all obligations of liabilities during the Lessee's use of Bowman Field. The Lessee shall furnish general public liability insurance naming the City as an additional insured to save the Lessee and the City harmless from such liability in an amount not less than \$500,000.00 for injury or damage to one person and \$1,000,000.00 single limit for injury or damage to all persons arising from the same cause. The Lessee shall provide the City with a certificate of said insurance.
10. **UTILITIES** – The Lessee will be responsible for paying all electricity and gas costs associated with their use of lights, scoreboard, concession operations and field lights.
11. **CHANGES** – Any changes to the facility of a structural nature shall be made only upon written consent of the owner.
12. **CONCESSIONS** – The Lessee may operate concessions. Use of existing equipment for this purpose is not a part of this contract and is not available without written approval from the Lessor. The City, through the Mayor and/or his/her designate, has the right to add concessions to other sponsoring organizations and/or civic groups during their special event.

The City retains the right to regulate the kinds, quality and prices of such goods and services that may be provided at any concession stand and upon such terms and conditions as the City deems appropriate.

13. **KEYS** – The Lessee will sign out and return Bowman Field keys to the City Department of Streets and Parks. Duplication of Bowman Field keys is not permitted. The City Department of Streets and Parks will determine the number of keys to be distributed to each organization.
14. **PARKING LOT** – The Lessee shall be entitled to use in common with others the parking facilities adjacent to Bowman Field. No charge shall be made for same for any parking without written consent and approval of Lessor.
15. **CANCELLATION** – In the event that the Lessee shall for any reason violate any condition or covenant of the Lease or, in the opinion of the Mayor, any disputes within the Lessee's organization create a danger to person or property, Lessor shall give Lessee due notice of such violation and Lessee shall have five (5) days to rectify or correct such violation. In the event Lessee shall fail to rectify or correct such violation after due notice, Lessor may, as its option, waive such violation or may terminate this Lease. The Lessor will refund to the Lessee the proportion of the rental charge appropriate to the time the Lessee will not be using the premises as well as any unused balance of the security deposit.
16. **FIELD CONDITIONS** – In the event of excessive rain, the Lessor may cancel games and events if it is determined that the use would be detrimental to the condition of Bowman Field. The Lessor and Lessee will work closely to reschedule canceled games and events.
17. **RENEWAL** – The executed contract is not renewable; however, it is subject to annual negotiations under the direction of the Mayor or his/her designees.
18. **ASSESSMENT** – Contractor agrees to pay B.M.I. and/or ASCAP a similar entity assessment which may be enforced upon the city.
19. **MISCELLANEOUS**
  - A. The Lessee shall not underlet the premises or assign this agreement or any interest herein without the written consent of the Lessor, except as is hereinbefore expressly provided otherwise. Provided, however, should written consent be granted to the Lessee to sublet the premises or assign this agreement, Lessee shall, in all events, remain liable to the Lessor for the performance of all the terms within the Lease, including renewals thereof.
  - B. Members of the Bowman Field Commission and Administration of the City shall at all times, upon proper identification, have the right to enter upon the Leased premises for the purpose of inspecting, observing and determining compliance with the terms of this Agreement by Lessee.

C. In the event the City is ordered by a court of competent jurisdiction to Lease the premises to any other party during the term hereof; the City, at its option, may terminate this Lease Agreement.

20. **APPROVALS** – This Agreement is contingent upon the input of the Bowman Field Commission and the City, with final approval by the City Council of the City of Williamsport.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed and delivered on the day and year first above written.

ATTEST:

**CITY OF WILLIAMSPORT**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Gabriel J. Campana, Ed.D., Mayor

\_\_\_\_\_  
Margaret J. Woodring, City Controller

ATTEST:

**BLAISE ALEXANDER FAMILY  
DEALERSHIPS**

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## **EXHIBIT "A"**

### **BOWMAN FIELD RENTAL RATES**

#### **RENTAL FEES**

Rental Fee for Game #1	\$120.00
Rental Fee for Additional Games (Continuous Doubleheader)	\$60.00 Each
Tournament (2-day)	\$500.00
Daily Fee for use Outside Bowman Field	\$100.00
Weekly Fee for use Outside Bowman Field	\$600.00
Concerts/Special Events	\$2,500.00
(Electric fees based on actual meter readings for all concerts.)	

#### **OTHER EXPENSES**

Field Lights	\$65.00/hour
Scoreboard	\$20.00/game
Concession	\$20.00/game
Locker Rooms	Not Available
PA System	As approved by the City

#### **SECURITY DEPOSIT**

1. Season Games – A \$500.00 security deposit shall be paid prior to the start of the season. This security deposit will be utilized for any damage beyond the above charges on a game-by-game basis. If the security deposit is exhausted, then an additional \$500.00 shall be deposited to be utilized for any damage. If there is excessive damage to the field and/or facility, the user will be charged accordingly.
2. Tournament Games – A \$500.00 security deposit shall be paid prior to the start of the tournament. The user is placed under the same terms and conditions as set forth in Section 1, Security Deposit.
3. Concerts – A \$2,500.00 security deposit shall be paid per event. The security deposit, insurance requirements and maintenance fee shall be decided on a case-by-case basis. No concert shall be held without the security deposit being paid up front, all insurance documents being provided prior to the event, and the maintenance agreement being signed.

#### **RAIN AND INCLEMENT WEATHER**

The City of Williamsport, in conjunction with the Williamsport Crosscutters, shall make the final determination as to the playability of the playing field. Arrangements as to makeup games will be handled on a case-by-case basis.

Should unusual wear and tear of the playing field occur, the User/Applicant shall be billed for the time and essentials necessary to return the field to its original condition of which shall also include concerts.