

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9024

DATE 4-30-20

TITLE

**A RESOLUTION AUTHORIZING THE RENEWAL AND EXTENSION OF
THE LIFLAND SKATEPARK LEASE BETWEEN THE CITY OF
WILLIAMSPORT AND LIFLAND SKATEPARK, INC .**

WHEREAS on July 7, 2016 by resolution #8569 Council approved a lease agreement with Lifland Skatepark, Inc.; and

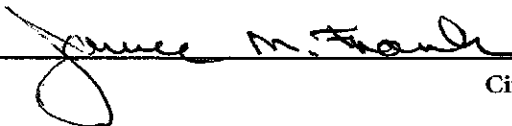
WHEREAS on April 12, 2018 by resolution #8762 Council approved a lease agreement extension with Lifland Skatepark, Inc.; and

WHEREAS on March 28, 2019 by resolution #8870 Council approved a lease agreement extension with Lifland Skatepark, Inc.; and

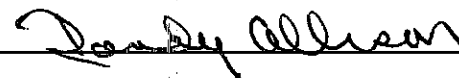
WHEREAS both parties wish to extend the lease agreement for an additional term of five (5) years with the approval of City Council, all terms will remain the same.

BE IT HEREBY RESOLVED that the City Council of the City of Williamsport authorizes the renewal of the attached lease agreement between the City of Williamsport and Lifland Skatepark, Inc. for the continued use of the premises known as Lifland Skatepark at Memorial Park for a term of five (5) years.

Approved



City Clerk



President

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2020, by and between the **CITY OF WILLIAMSPORT**, Pennsylvania, (hereinafter referred to as "**LESSOR**") and **LIFLAND SKATEPARK, INC.**, a nonprofit Pennsylvania corporation (herein after referred to as "**LESSEE**").

WITNESSETH

That LESSOR for and in consideration of the payment by LESSEE of the rent hereinafter reserved and the performance by LESSEE of the covenants and agreements hereinafter agreed to be performed by it, and in accordance with all the provisions hereinafter set forth, the parties agree as follows:

1. **LEASED PREMISES:** LESSOR does hereby lease unto the LESSEE and LESSEE does hereby hire and take from LESSOR the premises identified as Lifland Skatepark at Memorial Park in the City of Williamsport described as follows:

Bounded on the south by a line 15' from the toe of the Williamsport Flood Protection Project, bounded on the west by Elm Street, bounded on the north by an access road, bounded on the east by an access road, excepting and reserving the easement area for Textron Lycoming, also shown on Exhibit A, attached.

2. **TERM OF LEASE:** The term of this lease shall be for a period of five (5) years beginning April 21, 2020 and continuing to April 20, 2025.

3. **RENTAL:** As total rental, the LESSEE agrees to pay the LESSOR for the use of said premises the sum of one (\$1.00) dollar per year, payable in advance regularly on or before the first day of each beginning year.

4. **USE OF LEASED PREMISES:** LESSEE agrees that said premises shall be used as a skatepark for skateboarding, BMX bike riding and related activities. LESSEE will comply with any and all laws of the Commonwealth of Pennsylvania, rules, regulations and orders of the City of Williamsport, Pennsylvania, its departments and bureaus, now in effect or herein enacted, adopted or promulgated.

5. **SUBLEASING AND ASSIGNMENT:** LESSEE covenants and agrees not to permit the demised premises to be used for any purpose other than that hereinabove specified, and will not sublet the same, nor any part thereof nor assign this lease, without the written consent of the LESSOR, and would not permit said premises to be used for any unlawful purposes, and will not permit any signs or plaque cards to be placed on the outside walls of the said building or upon land contiguous or use therewith, except by the written consent of the LESSOR.

6. **MAINTENANCE AND REPAIRS:**

(a) LESSEE shall maintain and keep in good repair and condition the leased premises and shall be required to perform any maintenance, repairs or replacements that are necessary, except as otherwise agreed to in writing between the LESSOR and LESSEE.

(b) LESSOR shall have the right to enter upon the leased premises from time to time in order to inspect the same and to perform any maintenance, repairs and replacements which it is required to make under provisions of this lease, but this right shall be exercised in such manner as not to interfere with the LESSEE'S use and enjoyment of the leased premises and shall be subject to any and all laws, orders or regulations of the City of Williamsport, its departments and bureaus of any agency thereof. The cost to perform these maintenance repairs and replacements shall be borne by the LESSEE. At a minimum, each year, the LESSOR's Code Department and Safety Committee shall inspect the property for purposes of ensuring appropriate upkeep for the Property, compliance with this Lease and any other ordinances of the City. In the event of findings of said inspections require improvements and/or repairs under the applicable ordinances, such repairs shall be made by the LESSEE within the time required by the Code Official/Safety Official. Similarly, at any time that the Codes Department and/or Safety Committee obtains information of a deficiency or codes violation, they may inspect the same. In the event a deficiency is determined from the Code Official in either case, repairs must be completed within the specified time frame or the park shall be closed to the public until such time as the Codes Department is satisfied.

(c) LESSEE agrees to keep and at all times maintain the premises in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the Williamsport Recreation Commission and The Department of Agriculture, Department

of Health and the Department of Forest and Waters now in effect or hereinafter enacted, adopted or promulgated.

7. **PUBLIC USE:** LESSEE agrees to enforce the rules and regulations of the skatepark facility that have been established by their bylaws in conjunction with the City of Williamsport. The public shall be required to observe all laws and regulations of the City of Williamsport, Pennsylvania, its departments and bureaus, including but not limited to, its hours of operation. The hours of operation shall be consistent with Article 721 of the City Codified Ordinance Park and Playground Curfew. These hours shall be conspicuously posted along with the other rules and regulations at the site. In addition to the bylaw regulations referenced herein, the Lessee shall post a notice that all users use the park at their own risk and provide any safety rules as may be required by any policy of insurance from time to time or as required by the LESSOR. In the event that the sign is removed, damaged or otherwise not visible, the Park shall be closed to the public until such signage is repaired or replaced. Said signage shall also provide, but shall not be limited to, warnings that that participants must wear helmet, indemnification releases must be on file, hours of park operation and other safety warnings.

8. **UTILITIES:** LESSEE covenants and agrees to pay all charges incurred for the use of electricity, water and telephone on the premises.

9. **INSURANCE:** The LESSOR shall obtain a policy of insurance for the Park and will pay the premium of up to \$3000.00 per year. Any premium cost above \$3000 shall be reimbursed by the LESSEE to the LESSOR within ten (10) days of invoice.

(a) During the term of this lease LESSOR agrees obtain and maintain policies of insurance issued by companies authorized to do business in the Commonwealth of Pennsylvania. LESSOR will maintain a Certificate of Insurance which provides evidence of insurance of the following types and including, as a minimum coverage, limits and other provisions as shown below:

Commercial General Liability Insurance:

1. Premises-Operations.
2. Products and Completed Operations.
3. Contractual Liability.
4. Personal Injury Liability.
5. "Additional Insured — Designated Person or Organization (Insurance Services Office endorsement #CG2026 or equivalent form) naming the LESSEE.

6. Combined Single Limit of Liability
 - \$1,000,000 per Occurrence
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate

(b) Insurance Certificate:

1. The LESSOR shall provide at least 30 days' advance notice of cancellation, non-renewal or material decrease in coverage.

The LESSOR shall not be liable for damage, theft or any loss to property on its premises above our policy coverage. The LESSEE shall be solely responsible for any damage, theft or loss to any of its property or the property of its employees, volunteers, agents, contractors, or other associates and shall purchase insurance against such losses if it so desires. The LESSEE waives any rights of recovery, which it may have against the LESSOR for damage, theft or any loss to property.

10. **REPRESENTATION:** LESSOR or LESSOR'S agents have made no representations on promises with respect to said leased premises except as herein expressly set forth. The taking possession of the demised premises by LESSEE shall be conclusive evidence, as against LESSEE, that LESSEE accepts same "as is" and the said premises is in good and satisfactory condition at the time such possession was so taken.

11. **SURRENDER:** When this lease shall terminate in accordance with the terms hereof, LESSEE shall quietly and briefly deliver up possession without notice to LESSOR, except as may be specifically required by any provisions of this lease. LESSEE expressly waives a benefit of all laws now or hereafter in force requiring notice from LESSOR with respect to termination. LESSEE shall deliver up possession of the premises in as good order, repair and condition as the same are in at the beginning term of this lease except for reasonable wear and tear. All permanent structures shall remain with the premises upon termination of the lease. At any time during the term of this lease or any renewal thereof, LESSOR shall have the absolute right to declare the same null and void and demand the return of the premises upon giving the LESSEE thirty (30) days written notice.

12. **RENEWAL OR EXTENSION:** LESSEE shall have the right to renew or extend the term of this lease for a period of one year beginning upon the expiration of the initial term, provided that LESSEE, at least 90 days prior to the expiration of the initial term, gives LESSOR written notice of its intentions to exercise such right. Such renewed

and extended term shall otherwise be subject to all of the agreements, covenants and conditions set forth in this lease and shall be subject to a yearly inspection by the City Codes and Public Works employees and the approval of City Council.

13. **INDEMNIFICATION:** LESSEE agrees that LESSEE will at all times indemnify and save, protect and keep harmless the LESSOR and the said demised premises from every and all costs, loss, damage, liability, expense, penalty and fine whatsoever which may arise from or be claimed against LESSOR or the demised premises by any person or persons for any injuries to person, property or damage of whatever kind or character consequent upon or arising from the use of said leased premises by the said LESSEE or consequent upon or arising from any neglect or fault of the LESSEE or its agents and employees in the use and occupancy of said premises or consequent or arising from any failure from said LESSEE to so comply and conform with all the laws, statutes, ordinances and regulations of the City of Williamsport, Pennsylvania, its departments, bureaus, boards and commissions now and hereafter in force: and if any suit or proceeding shall be brought against LESSOR or the said demised premises on account of any alleged violation thereof, or failure to comply and conform therewith, or on account of any damage omission, neglect (or use of said premises) by the LESSEE will defend the same and will pay whatever judgment or judgments that may be recovered against the LESSOR against the said demised premises on account thereof.

14. **DEFAULT:** Upon breach of any of the terms of this lease or upon termination by forfeiture or default, the Prothonotary or any Attorney is hereby authorized to appear for and confess judgment in an amicable action of ejectment against the said party of the second part, the LESSEE and in favor of the LESSOR for the premises herein described without stay of execution or appeal, or writ or error, or objections or exceptions and there shall be directed to the issuance of a writ of possession in the form and manner directed in the Pennsylvania Rules and Civil Procedure. No leave of court shall be required.

15. **ADDITIONAL COVENANTS:**

(a) LESSEE agrees to render courteous and efficient service to the public at all times.

(b) LESSEE agrees to keep and at all times maintain in a clean, sanitary and presentable condition and to comply with all laws, rules, regulations and orders of the City

of Williamsport, its bureaus, departments, boards and commissions now in effect or hereinafter enacted, adopted or promulgated.

(c) LESSOR and LESSEE agree that the terms and conditions of this lease agreement are subordinate to the terms, conditions, restrictions and covenants as set forth in an indenture dated December 28, 1923, and executed between the Williamsport Water Company and the City of Williamsport, Pennsylvania. (See copy of said indenture marked Exhibit "B", attached hereto, made a part thereof and incorporated by reference.)

(d) The sale, use or possession of alcoholic beverages on the leased premises by the LESSEE, its members, officers, invitees or any other person on the leased premises is prohibited.

(e) In addition to the prohibition of alcoholic beverages, LESSEE agrees that its established rules and regulations shall prohibit the use of profanity, smoking, sale, use and possession of drugs and vandalizing the premises by graffiti or other means.

(e) The LESSEE agrees to provide an updated list of board members of the organization that includes contact information for the responsible personnel. Information shall be provided annually.

(f) The LESSEE agrees to actively pursue indemnification agreements from all skatepark users and shall provide helmet stickers to all participants who have signed the same. The Indemnification agreements shall be on file with the LESSEE and available for inspection by the LESSOR.

16. EFFECTIVE PARTIES: This lease and all agreements, covenants and conditions contained herein shall be binding upon LESSOR and LESSEE and upon their respective successors and assigns.