BILL NO. 41 2014

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE READING RECREATION COMMISSION AND THE CITY OF READING FOR THE USE AND AUTHORITY OVER EGELMAN PARK BALLFIELD.

Whereas, the City and the Reading School District entered into that certain Agreement of Cooperation identified by City Ordinance No. 33-2011 (the "**Agreement**") for the purpose of authorizing the formation of the RRC and providing certain funding and contributions of equipment and the use of facilities; and

Whereas, under Section 7(a) of the Agreement, the City agreed to make available to RRC, without charge to RRC, for its charitable purposes, certain of its real property not under license, lease or encumbered by other agreement to third parties; and

Whereas, the City has recently terminated its lease concerning the real property owned by the City and commonly referred to as "Egelman Park" or "Egelman's Park," containing a baseball field, concession stand, storage facilities, bathroom facilities and adjoining parking lot (hereinafter, "**Egelman Park Ballfield**"); and

Whereas, the City desires to grant RRC the use of and the authority over Egelman Park Ballfield, as more fully set forth in the attached Memorandum of Understanding.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute the attached Memorandum of Understanding as attached in Exhibit A that sets the terms and conditions of the RRC's use of and authority over Egelman Park Ballfield.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted April 28, 2014

Council President

Attest:

City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 28 day of April A. D. 2014 and approved by the Mayor of the said City this 1 day of May A. D. 2014

CITY CLERK

Submitted to Mayor:
Date: 4/29/14
Received by the Mayor's Office:
Date: 5/1/14
Approved by Mayor:
Date: 5/1/14
Vetoed by Mayor:
Date:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**") is entered into this ____ day of _____, 2014, by and between: THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, a third class city organized under the laws of the Commonwealth of Pennsylvania (the "**City**"); and the READING RECREATION COMMISSION, a Pennsylvania non-profit corporation ("**RRC**").

RECITALS

A. The City and the Reading School District entered into that certain Agreement of Cooperation identified by City Ordinance No. 33-2011 (the "**Agreement**") for the purpose of authorizing the formation of RRC and providing certain funding and contributions of equipment and the use of facilities as more fully set forth therein and herein.

B. Under Section 7(a) of the Agreement, the City agreed to make available to RRC, without charge to RRC, for its charitable purposes, certain of its real property not under license, lease or encumbered by other agreement to third parties.

C. The City has recently terminated its lease concerning the real property owned by the City and commonly referred to as "Egelman Park" or "Egelman's Park," containing a baseball field, concession stand, storage facilities, bathroom facilities and adjoining parking lot (hereinafter, "**Egelman Park Ballfield**").

D. The City desires to grant RRC the use of and the authority over Egelman Park Ballfield, as more fully set forth in this MOU.

NOW, THEREFORE, the City and RRC agree as follows:

1. Use of Egelman Park Ballfield. Throughout the Term (as defined herein), the City hereby grants to RRC the exclusive right to: (a) use Egelman Park Ballfield, including the baseball field, concession stand, storage facilities, bathroom facilities, parking lot and all other improvements located on Egelman Park Ballfield (b) schedule the use of Egelman Park Ballfield by RRC and other persons, organizations, associations or entities upon terms and conditions set forth by RRC, and (c) to deny the use of Egelman Park Ballfield by any other person, organization, association or entity if, in RRC's sole and exclusive discretion, such use would conflict with the intended use of Egelman Park Ballfield by RRC or by another person, organization, association or entity authorized to use Egelman Park Ballfield by RRC, or for any other reason determined by RRC. RRC acknowledges and understands that the City desires that RRC's principal use of Egelman Park Ballfield is to conduct or permit activities related to RRC's charitable purpose, including, without limitation, by conducting athletic activities on the baseball field located on Egelman Park Ballfield.

2. RRC Maintenance Obligations. RRC will be responsible to maintain only those items set forth in this Section 2. The City will be responsible to maintain, repair and replace all other items concerning Egelman Park Ballfield, including, without limitation, the parking lot, the concession stand, the bathroom facilities and all other capital improvements and systems located on or servicing Egelman Park Ballfield.

a. Mowing Grass. RRC will, at its sole cost and expense, maintain the grass located on the baseball field by regularly mowing the same to a reasonable height.

b. Baseball Infield. RRC will, at its sole cost and expense, maintain the infield of the baseball field by dragging and lining the same.

c. Concession Stand. RRC will maintain the concession stand by keeping the same in a clean and orderly condition and ensuring the concession stand is appropriately secured when not in use. RRC will be responsible to maintain, repair and replace all equipment and trade fixtures located in the concession stand that is owned by RRC. RRC is not responsible for maintaining, repairing or replacing any equipment or fixture located in the concession stand and left from the prior tenant or otherwise owned or abandoned by any person, organization, association or entity other than RRC.

d. Bathroom Facilities. RRC will maintain the bathroom facilities serving Egelman Park Ballfield by keeping the same in a clean and orderly condition and ensuring the bathroom facilities are appropriately secured when Egelman Park Ballfield is not in use by authorized persons, organizations, associations or entities.

3. Electrical Service. RRC will, at its sole cost and expense, be responsible for the cost of electrical service supplied to light the baseball field and power the concession stand.

4. Trash. The City will be responsible for emptying the trash containers located at Egelman Park Ballfield.

5. Plowing. In addition to the City's general responsibility to maintain, repair and replace the parking lot servicing Egelman Park Ballfield, the City will be responsible to plow the parking lot and to keep the same reasonably clear of ice or other hazards.

6. Term. The term of this MOU will commence on the date first above written and continue until the Agreement is terminated.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto execute this MOU on the date first set forth above.

CITY OF READING

Attest: _____

By: _____
Vaughn D. Spencer, Mayor

(City Seal)

READING RECREATION COMMISSION

By: _____

Daphne Klahr, Executive Director