

AGENDA

Parking Committee

May 10th, 2016 – 7:30 pm

Committee Members: Jim Jones (Chair)
Bill Scott
Don Braceland

Department Head: Hector Mojica

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
2. Discuss 200 South Franklin signage
3. Discuss Lot #10 Parking Leases
 - a. Otto's BMW Temporary Parking Request
 - b. Grower's Market Expansion
 - c. New Leasing Structure
4. Discuss the Master Parking Plan Update
5. Approve April Committee meeting minutes
6. Other Business

BOROUGH COUNCIL
ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking

DEPARTMENT MANAGER: Hector Mojica

DATE: May 3, 2016

I. Action to Be Considered by the Borough Council

Move "No Parking" sign on west side of 200-block of S. Franklin St.

II. Reason Why this Issue Needs Borough Council Consideration

Neighbors requested additional on-street parking. No parking sign currently designates zone that is no longer needed.

III. Current Policy of Practice

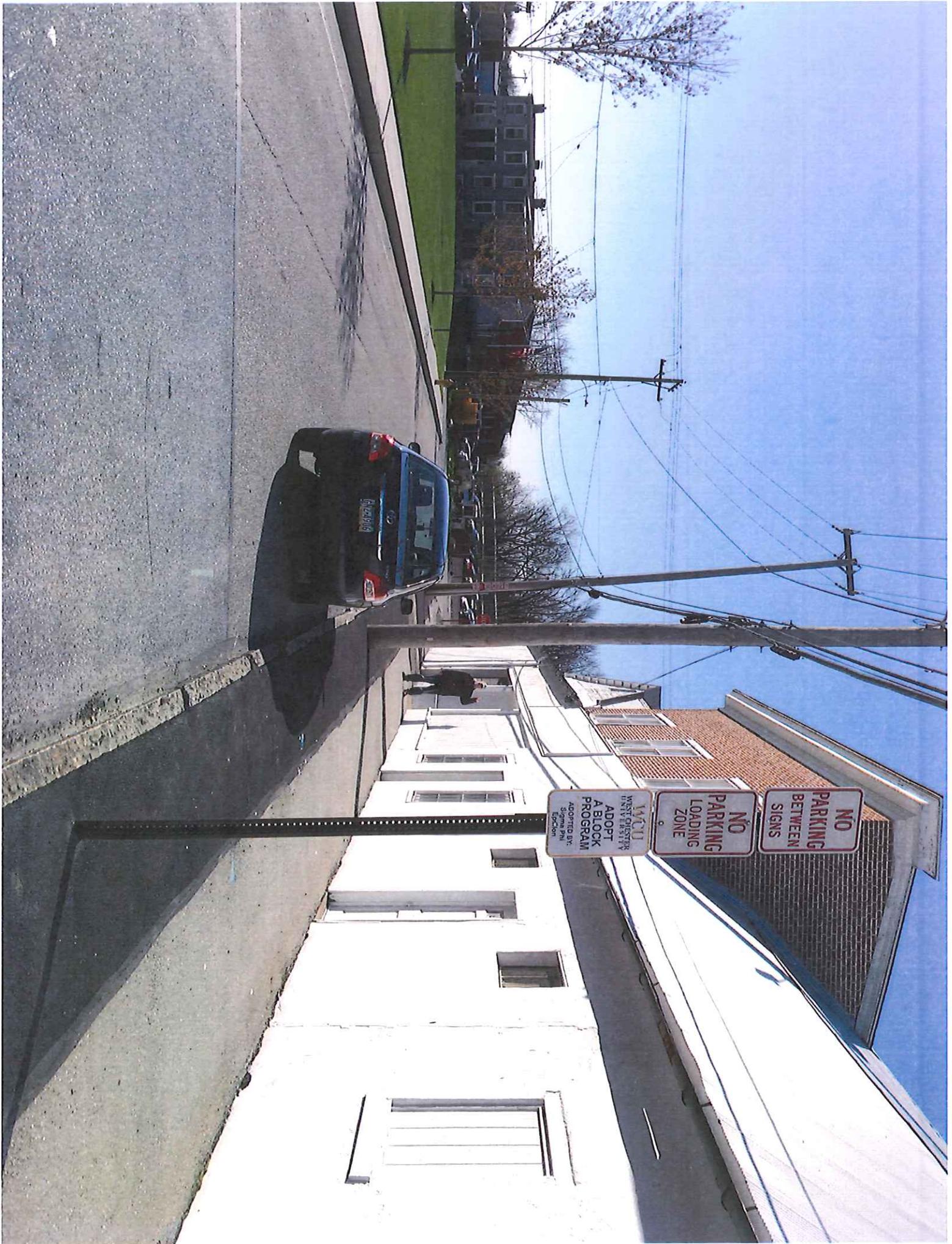
No parking is allowed along the west side of the 200-block of S. Franklin Street. This is a legacy of industrial uses which no longer exist in the neighborhood.

IV. Other Background Information

Parking Director Mojica and Council member Jones examined the parking signage along this block in late April.

V. Impact on Borough Finances

No impact.



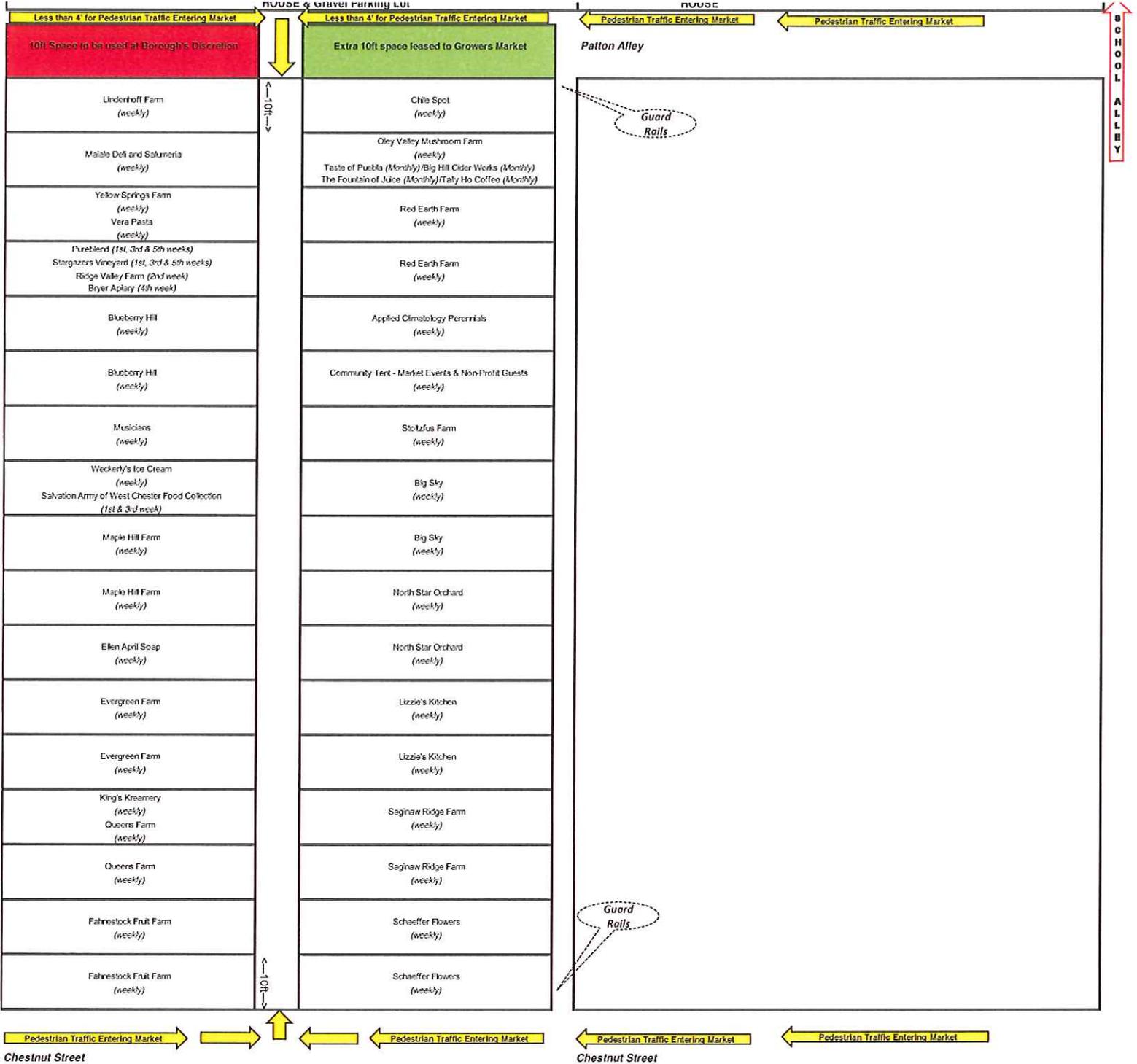
NO PARKING BETWEEN SIGNS

NO PARKING LOADING ZONE

MADU WEST CHESTER UNIVERSITY ADOPT A BLOCK PROGRAM

ADOPTED BY: Sigma Phi Epsilon





Notes :
 Each bold outlined rectangle on this map represents a space that is 10 feet wide.
 Pedestrian traffic path will be reduced to less than 4' in width in both directions of Patton Alley (allowing for only single file traffic)

Commercial Lease

Borough of West Chester – West Chester Grower's Association

This lease is made between the Borough of West Chester, herein called Lessor, and West Chester Grower's Association, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the Borough of West Chester, County of Chester, State of Pennsylvania, described as the western half of Lot #10, Chestnut Street and Church Street, and a portion of Patton Alley, as identified in Exhibit A, attached, upon following **TERMS** and **CONDITIONS**:

Term and Rent. Lessor demises the above premises for a term of every Saturday, 7:00 am to 1:00 pm commencing on May 1, 2016 through November 30, 2016 and two Saturdays per month during the rest of the year at the annual rental of one (1.00) dollar.

Use. Lessee shall use and occupy the premises for operation of a Growers Market. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by lessor.

Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities not in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of any premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at anytime.

Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

Insurance. Lessee, at this expense, shall maintain and public liability insurance including bodily injury and property damage insuring Lessee and lessor with minimum coverage as follows: \$500,000 for each occurrence. Lessee shall provide Lessor with a Certificate of Insurance showing lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at this option may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

Lessor's Remedies on Default. If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five (5) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than five (5) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of zero (0) dollars.

Attorney's Fees. In case suite should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Commercial Lease

Borough of West Chester – West Chester Food Co-Op

This lease is made between the Borough of West Chester, herein called Lessor, and West Chester Food Co-Op, a PA registered Non-Profit Cooperative Corporation, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the Borough of West Chester, County of Chester, State of Pennsylvania, described as a portion of Patton Alley, as identified in Exhibit A, attached, upon following **TERMS** and **CONDITIONS**:

Term and Rent. Lessor demises the above premises for a term of every Saturday, 7:00 am to 1:00 pm commencing on May 1, 2016 through November 30, 2016 and two Saturdays per month during the rest of the year at the annual rental of one (1) dollar.

Use. Lessee shall use and occupy the premises in accordance with 112-30 zoning for Town Center Block Class B. Lessee may operate services related community and educational services and marketing and membership development of the community owned cooperative. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by lessor.

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Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities not in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

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Insurance. Lessee, at this expense, shall maintain and public liability insurance including bodily injury and property damage insuring Lessee and lessor with minimum coverage as follows: \$500,000 for each occurrence. Lessee shall provide Lessor with a Certificate of Insurance showing lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

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AGENDA

Parking Committee

April 12th, 2016 – 7:30 pm

Committee Members: Jim Jones (Chair)
Bill Scott
Don Braceland

Department Head: Hector Mojica

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
Residents from Union Station expressed concerns about parking in the surrounding area and why 300 East Union Street was posted No Parking. Councilman Jones will be communicating with the residents and address it at the next Parking Committee meeting.
2. Discuss adding handicap space at 132 E. Miner Street
3-0 the handicap parking was denied based on the parking survey showed space numerous handicapped spots available in the area for use.
3. Discuss removing handicap space at 119 W. Barnard
3-0 approved the removal of the handicap parking space based on non-usage and the request of the owner.
4. Discuss Patton Alley Growers Market/Restrictions/Lease
3-0 Approved the closing of Patten Alley next to Growers Market in order to create 2 new stalls. Residents were notified and no response was received by the residents. Lease options have been tabled until next month
5. Master Parking Plan Update
Master Plan is presently at the Staff Level, early May a Stake Holders meeting will be conducted.
6. Approve March Committee meeting minutes
3-0 The Parking Committee approved the March Parking Minutes.
7. Other Business
The Parking Directors' position was discussed. Numerous applications were submitted with the intent to hire a new Parking Director by August prior to the new permit session.