

AN ORDINANCE OF THE MUNICIPALITY )  
OF MONROEVILLE AUTHORIZING THE )  
APPROPRIATE OFFICIALS TO ENTER AN )  
AN AGREEMENT CONCERNING THE )  
SECURITY OF MONROEVILLE PARK )

ORDINANCE NO. 1552

BE IT ORDAINED, AND ENACTED BY THE Municipality of Monroeville, in Council assembled as follows:


Section 1 The appropriate officials of the Municipality of Monroeville are hereby authorized to enter an agreement with Peter and Ricki Barkovich for the purpose of providing security for the property known as the Monroeville Park, a copy of said agreement is attached here, made a part hereof and marked "Exhibit A". Said Agreement shall remain in effect until such time as written notice of termination is made by either the Lessor or Lessee.

ORDAINED AND ENACTED this 11th Day of November, 1986.

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
\_\_\_\_\_  
Carol Thomas Young  
Acting Municipal Manager

  
\_\_\_\_\_  
Michael P. Lynch  
Mayor

Entered in Legal Book

\_\_\_\_\_

ORA1552

A G R E E M E N T

This Agreement, made by and between the Municipality of Monroeville, a Municipal Corporation (hereinafter referred to as "Lessor") and Peter and Ricki Barkovich (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of property located within the Municipality of Monroeville, being an approximate sixty-six (66) acre site, located off Tillbrook Road, having erected on said site a pavilion, restroom/storage structure, tennis courts and other recreational facilities.

WHEREAS, the Lessor is desirous of acquiring the necessary security for said property to prevent destruction, vandalism and trespass upon the same.

WHEREAS, the Lessor is desirous of engaging security personnel to reside on the subject land to aid in fulfilling the purposes set forth.

WHEREAS, the Lessee is desirous of being engaged as security personnel for the Lessor and is desirous of residing on the subject land to fulfill this function.

NOW, THEREFORE, in consideration of the above and in consideration of the covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Lessor shall provide an area within the aforementioned sixty-six (66) acre tract at the site of the Monroeville Park for the purpose of locating thereon a mobile home owned by the Lessee, who shall cause said mobile home to be placed on the subject site, as designated by the Lessor. The Lessor shall provide utility lines to the said mobile home for electricity, water, and sewage and the cost and charge for water and sewage shall be the responsibility of the Lessor.

2. The Lessee hereby agrees that in consideration of the Lessor leasing to the Lessee the available land for the said mobile home and in consideration for the utility lines and water and sewage provided free of cost, to perform the following functions at the Monroeville Park site during the contract terms of this agreement:

(a) To conduct inspections of the subject land and recreational facilities thereon and report the condition of same to the Municipal Manager and/or the Department of Recreation and Parks on forms and/or in a manner designated by the Lessor.

(b) To make said surveys and reports as may be outlined by the Municipal Manager and/or Department of Recreation and Parks in accordance with the regulations and policies of the parks, and in

accordance with any Municipal ordinances, which might be violated by anyone coming onto the said property.

(c) To receive any goods and merchandise delivered to the said site which are the property of the Municipality of Monroeville and to sign receipts for the same and report the said deliveries immediately to the Municipal Manager and/or Department of Recreation and Parks.

(d) To maintain control of pets at all times in a manner which avoids public nuisance.

(e) To control parking lot lights as designated.

(f) To open and close any access gates needed or desired for control purposes.

(g) To complete an inspection checklist and submit the same to the Municipal Manager and/or Department of Recreation and Parks.

(h) To abide by all terms and conditions of this agreement, and all Municipal ordinances pertaining to the facility and its use.

3. Lessee hereby agrees to be responsible for any and all fuel or energy costs of whatever nature with respect to the use of the said mobile home.

4. Lessee hereby agrees to keep all storage facilities, storage materials, outside fuel tanks, laundry or any other appurtenances, be it realty or personal, located in an area which shall be inconspicuous and hidden from the usable recreational areas of the subject site.

5. Lessee hereby agrees that no unsightly materials or property of any nature shall be stored anywhere on the subject site.

6. Lessor agrees to report to the Municipal police immediately in the event of any trespassing where there is a possibility of damage, destruction or vandalism to any part of the subject property.

7. The Lessee agrees to become familiar with, to the best of their ability, any ordinances or regulations supplied to them by the Municipality of Monroeville with respect to the security and protection of the subject property.

8. The Lessee hereby agrees to purchase insurance coverage for fire, theft, comprehensive and liability, and will supply the Municipality of Monroeville with a copy of any such policy or a certificate of insurance.

9. The Lessee agrees that the Municipality of Monroeville shall not be responsible for the purchase of any such insurance with respect to the mobile home and contents and any immediate appurtenances or property owned by the Lessee and shall not be responsible for any loss or damage to the same by virtue of the acts of any third party or other event or happening.

10. Such regulations and directives herein stated may be reviewed annually by the Lessor and Lessee for needed changes, which may be made upon the approval of the Municipal Manager and/or designee.

11. Lessee hereby agrees to notify the Municipal Manager or Police in the event Lessee is required to be away from the subject premises in excess of six (6) hour period, with neither of the Lessees being available for inspection or the reporting of any trespassing, vandalism or damage.

12. The term of this Agreement shall be for a period of one year, it being understood that the exact date on which the tenant takes occupancy of the area provided on the municipal site shall be dependent upon the ability of the Municipality to provide designated lines to the said mobile home.

13. The Lessee hereby agrees to restrict the moderate use of alcoholic beverages on the site to within the said mobile home during the hours which the park is open to the public. When said facility is not open to the public, the Lessee may use such beverages in a moderate manner within the mobile home and in the area immediately adjacent thereto as may be designated by the Municipal Manager or designee.

14. The Lessee shall be permitted to use the said mobile home for resident purposes and shall be permitted to have a reasonable number of guests at such times as they may desire with the understanding that the same will in no way interfere with the duties of the Lessee under this agreement and further that the same will in no way violate any ordinances of the Municipality of Monroeville or rules or regulations with respect to the use and operation of the park.

15. The Lessee shall comply with the terms of this agreement and the regulations attached hereto, by completing the necessary forms required and submitting the same to the Municipal Manager and/or Department of Recreation and Parks on a specified regular basis or immediately in the event of vandalism or damage.

16. In the event the Lessee terminates this agreement, except as otherwise herein provided prior to the termination of this lease, the Lessee shall be responsible for any and all utility costs applied to the Lessee during the entire term of this agreement. In the event this occurs, the Lessee further hereby agrees to pay the Municipality of Monroeville immediately upon termination of this lease by the Lessee, for any and all costs borne by the Municipality with respect to the costs of connection and use of any such utilities.

17. Either party to this agreement may terminate the same by giving of three (3) months notice to the other party of intention to terminate this agreement without liability to either party beyond the date fixed for termination of the agreement.

18. It is specifically understood and agreed that the Lessor may terminate this agreement in the event the Lessee is not performing their agreed function as outlined in this agreement, or in the event of



death of the Lessee, or in the event of the undue absence of the Lessee from the subject premises.

19. It is specifically understood and agreed that the legal relationship between the parties is Lessor and Lessee as herein set forth and none other. Under no circumstances shall the relationship between the parties be considered principal and agent or employer and employee.

20. All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their heirs, executors, administrators, successors and assigns of such party. If the Tenant lawfully occupies the premises after the end of the term, this Lease and all its terms, provisions, conditions, covenants, waivers, remedies and any and all of Lessor's rights specifically given and agreed to, shall be in force for another year and so on from year to year as long as the relation of Landlord and Tenant continues.

21. This agreement represents the entire understanding of the parties and there are no other covenants, conditions or agreements which are not specifically herein set forth.

22. Any amendments to this agreement shall be in writing and executed by all of the parties hereto.

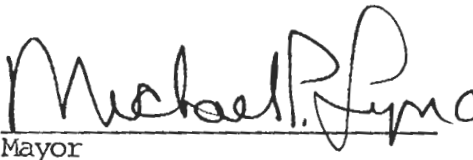
IN WITNESS WHEREOF, the parties hereby set their hands and seals the day and year first above written.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
Municipal Manager

  
Mayor

WITNESS:

\_\_\_\_\_  
(SEAL)