

Date:	Reference No.:	Agenda Item No.:
9/28/2011		

Subject: Lions Club Lease of Bundy Lodge in Arbuckle Acres Park

Summary of Request:

The Park Board will be requesting that the Town Council consider and approve the Lions Club Lease of the Bundy Lodge located in Arbuckle Acres Park. The details are currently being incorporated into the amendment by legal. They will be discussed with the Park Board in executive session and it is anticipated that the Park Board will approve the lease in a special meeting the week before the Town Council regularly scheduled meeting on October 13, 2011.

Financial Summary:

Budget Funds Available	If Yes, Amount	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		

	Line Item Name	Line Item Number
Budget Fund Information:		

Recommend Bid/Contract Amount: _____

Estimated Project Costs: (whole numbers)	Architecture/Engineering	
	Construction/Procurement	
	Contingency	
	Miscellaneous Costs	
	TOTAL ESTIMATE	
	Future Expenses (if any)	
	Revenue Generated (if any)	

Department Head Approval: Philip Parnin, Director of Parks and Recreation

Date: 28-Sep-11

Assistant Town Manager Approval:

Shant A. King

Date:

10/3/2011

ATM Comments:

Supporting Documentation:

Lions Club Lease amendment to be provided on October 7th

Action Requested:

Approval of the Lease of the Bundy Lodge by the Lions Club in the amount of \$1,200 annually.

Town Manager Approval:

Dac

Date:

7 Oct 11

TM Comments:

October 7, 2011

Please be advised that additional revisions will follow in advance of Thursday, October 13, 2011 Town Council Meeting to address:

1. Additional requirements for lessee in indemnification of the town; and
2. Establishment of procedures for lessee's sublease of the premises.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "Amendment") amends and supplements certain provisions of a Lease Agreement entered into by and between the Town of Brownsburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana, acting by and through its undersigned Town Council (the "Lessor") and the Brownsburg, Indiana Lions Club (the "Lessee"), acting by and through its duly authorized officers and entered into effective as of August 1, 1990 as subsequently amended by the Amendment to Lease Agreement entered into by and between the parties in June of 2010 (collectively the "Lease") for the "Demised Premises" described therein.

WITNESSETH:

WHEREAS, the Lease, a copy of which is attached hereto as Exhibit "A", provides for an initial term of twenty (20) years commencing August 1, 1990 and continuing thereafter to and including July 31, 2010 (the "Term"), with periods of extension if either party does not cancel the Lease;

WHEREAS, the Lessor timely provided the Lessee with written notice of its intent to cancel the Lease effective as of July 31, 2010, so that the Lessor can review the use of the "Demised Premises" and how it should move forward from an operational perspective which Lease was subsequently amended by the parties to extend the Lease for one (1) additional one (1) year period from August 1, 2010 to July 31, 2011;

WHEREAS, it is the desire of the parties to extend the Lease for one (1) additional term of four (4) years from August 1, 2011 to July 31, 2015 on the terms and conditions set forth herein; and

WHEREAS, it is also the desire of the parties to address the rental payments for the Lease and certain other terms and conditions as more specifically set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the term of the Lease as follows:

1. **Paragraph 2 of the Lease: Terms.** The initial term of this Lease shall be for twenty (20) years, commencing August 1, 1990 and continuing thereafter to and including July 31, 2010, with an initial extension being granted from August 1, 2010 to July 31, 2011. The parties agree to extend the Lease for one (1) additional four (4) year period from August 1, 2011, to July 31, 2015 (the "Term"). This extension is subject to and conditioned upon the payment of the rent as set forth in Paragraph 2 below to Lessor during each proposed year of extension hereunder. Unless otherwise agreed to in writing by the parties prior to July 31, 2015, the Lease shall expire and terminate as of that date and the Lessee shall not have any further rights under the Lease and/or to the use of the Demised Premises after July 31, 2015.

2. **Paragraph 4 of the Lease: Rent.** As consideration for this Second Amendment to Lease Agreement, Lessee shall pay Lessor the amount of \$1,200 per year below in addition to completing the volunteer hours as are specifically set forth below as rent (collectively the "Rental Payment"). The Rental Payment shall be made as follows:

(1) Payment of \$1,200 on or before August 1 of each year during the Term (the "\$1,200 Payment") with the balance of the Rental Payment to be made in volunteer hours of no less than thirty (30) hours per year and no more than fifty (50) hours per year (based on a volunteer hourly rate of \$17.41 per hour) (the "Volunteer Hours"). The Volunteer Hours must be completed on or before July 31st of each year of the Term or the Lessee shall be obligated to immediately pay to Lessor the balance of any Rental Payment outstanding for that year of the Term.

(2) The \$1,200 Payment may be made by Lessee in the form of sponsorships of Lessor events so long as the monetary value of such sponsorships total the \$1,200 Payment as applicable, and are pre-approved in writing by Lessor.

(4) The Volunteer Hours shall include Lessee assigning qualified volunteers to participate in the following events:

(a) Minimum of two (2) Volunteer attendants for the Movies on the Green events or other events specified by Lessor to assist with set-up, food preparation, sales and clean-up for a minimum of three (3) hours per volunteer per event;

(b) Volunteer attendants for the Summer Concert Series or other events specified by Lessor; and

(c) Minimum of six volunteers for a minimum of four (4) hours per volunteer beginning at 9 a.m for the youth Easter Egg Hunt event held by Lessor. Currently, the schedule for the Easter Egg Hunt is as follows, unless otherwise modified by Lessor:

April 7, 2012

March 30, 2013

April 19, 2014; and

April 3, 2015

(5) Lessee shall also provide Lessor with keys and access to all doors leading to ground level spaces for the Demised Premises. In the event such locks are altered and/or changed by Lessee, new keys shall be provided by Lessee to Lessor within two (2) business days of such change.

In addition to the consideration set forth above, Lessee shall also be required to do the following:

- (a) Provide Lessor with reserve dates, which shall include, but not be limited to April 7, 2012, March 30, 2013, April 19, 2014, and April 4, 2015, and such other additional dates as may be requested by Lessor for use of the Demised Premises for Lessor's events held in Arbuckle Acres Park at no cost to Lessor;
- (b) Provide advertising for Lessor's special events as may be requested by Lessor from time to time on Lessee's website and also by linking the Lessor's website on Lessee's website.

3. **Paragraph 6 of the Lease: Lessor's Obligations.** Paragraph 6 of the Lease is hereby amended to add the following at the end of the current Paragraph:

During the term of the Lease and so long as Lessee is not in default of any provision of the Lease, Lessor hereby agrees to cooperate with Lessee on the following:

- (a) Lessor will include an advertisement for the Lions Club Fourth of July Extravaganza in the Lessor's Recreation Guide so long as such appropriate advertising information is provided by Lessee to Lessor on or before April 1;
- (b) Lessor will work with Lessee to set up picnic tables and trash cans for the Fourth of July Extravaganza;
- (c) Lessor will provide Lessee with advertising of the Lessee's breakfasts held monthly from September through April on the website events calendar; and
- (d) Lessor may, at its discretion, agree to assist Lessee with additional activities for the Lessee's Fourth of July Extravaganza so long as such requests by Lessee are timely, reasonable and pre-approved in writing by Lessor.

In the event Lessee shall be in default of any term and/or condition of the Lease and/or in the event the Lease has expired and/or been terminated, Lessor's obligations hereunder shall also immediately expire.

4. **Additional Conditions.** A new Paragraph 10 of the Lease is hereby added to provide as follows:

Additional conditions agreed to by the parties as part of this Lease are as follows:

- (a) The parties will work together and cooperate to coordinate and make visual improvements to the exterior of the Demised Premises or to the landscaping with a one-time equal contribution by each party not to exceed \$3,000/per party which shall be completed on or before July 31, 2015;
- (b) Lessee agrees that all materials and announcements for the 4th of July Fireworks event will be presented as a Brownsburg Lions Club and Brownsburg Parks event; and
- (c) Lessor agrees that all materials and announcements for the Brownsburg Easter Egg Hunt will be presented as a Brownsburg Parks and Brownsburg Lions Club event.

5. **Effectiveness of Amendment.** This Amendment shall be effective as of the latest date of execution set forth below. In the event of a conflict or inconsistency between the Lease and this Amendment, such conflict or inconsistency shall be resolved in favor of this Amendment. Only those paragraphs which are being amended, supplemented, added or clarified are listed herein, and in all other respects the Lease is hereby confirmed and ratified in every way.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

“LESSOR”

“LESSEE”

TOWN OF BROWNSBURG

BROWNSBURG, INDIANA LIONS CLUB

By: _____
Matthew S. Bowles, President
Brownsburg Town Council

By: _____

(Printed Name and Title)

Dated: _____

Dated: _____

EXHIBIT "A"

Copy of Lease Agreement