



City of Philadelphia

City Council
Chief Clerk's Office
402 City Hall
Philadelphia, PA 19107

BILL NO. 190508

Introduced June 6, 2019

Councilmember Squilla

**Referred to the
Committee on Public Property and Public Works**

AN ORDINANCE

Authorizing the Commissioner of Public Property, on behalf of the City of Philadelphia, to enter into a lease agreement with E.O.M. Athletic Association, Inc., for use by EOM of all or a portion of the premises located at 144 Moore Street, all under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Commissioner of Public Property, on behalf of the City of Philadelphia, is hereby authorized to enter into a lease agreement with E.O.M. Athletic Association, Inc., for use by EOM of all or a portion of the premises located at 144 Moore Street, Philadelphia, Pennsylvania, pursuant to terms substantially set forth in the document attached hereto as Exhibit "A".

SECTION 2. The City Solicitor is hereby authorized to review and to approve the lease and other documents necessary to effectuate this Ordinance, which lease and documents shall contain such terms and conditions as the City Solicitor shall deem necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

City of Philadelphia

BILL NO. 190508 continued

EXHIBIT "A"

Terms of Proposed Lease for 144 Moore Street, Philadelphia, PA

1. **Landlord:** The City of Philadelphia, acting through its Department of Public Property
2. **Tenant:** E.O.M. Athletic Association, Inc.
3. **Premises Address:** 144 Moore Street, Philadelphia, PA
4. **Use of the Premises:** Approximately 1.50119 acres of recreational, sports and social facilities to be used for community youth athletic programs and space for special events.
5. **Term of Lease:** 29 years, six months; provided, however, the City (in accordance with Section 8-200(3) of the Philadelphia Charter) shall have right to terminate the Lease, at the City's sole option, at any time after the expiration of four years without liability to the Tenant for damages or loss of profits which would have been realized had the Lease not been terminated.
6. **Rent:** The annual rent will be \$1 (One dollar).
7. **Utilities:** Tenant shall pay all charges and fees for electrical service. The City shall pay all charges and fees for gas, sewer, water and stormwater services.