

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH WILDFLOWERS ARMORY, INC. FOR THE USE OF PERSEVERANCE PARK FOR A PHOTOBOOTH AND POP-UP EXPERIENCE

WHEREAS, by email dated October 27, 2020 and attached to this Resolution as Appendix “A”, Michael John Heagerty, the Chief Executive Officer of Wildflowers Armory, Inc., has requested that the Syracuse Urban Renewal Agency (“SURA”) permit the use of Perseverance Park (the “Park”) to host a 12 foot radius footprint Geo Dome tent with HEPA filter (the “Tent”) for a photobooth and “pop-up” experience for one (1) month; and

WHEREAS, SURA is owner in fee of the Park; and

WHEREAS, SURA desires to facilitate the use of the Park as described in Appendix “A”; and

WHEREAS, Wildflowers Armory, Inc. shall not secure the tent in a way that will damage the concrete surface of the Park; and

WHEREAS, Wildflowers Armory, Inc. shall comply with all Executive Orders from Governor Cuomo concerning the COVID-19 Pandemic, especially in relation to outdoor public events; and

WHEREAS, Wildflowers Armory, Inc. shall be insured for the use and shall list SURA as an additionally insured party; and

NOW THEREFORE, BE IT RESOLVED, that SURA hereby authorizes the use of the Park upon such terms and conditions as contained in this Resolution and as requested in Appendix “A”.

BE IT FURTHER RESOLVED, the Chair of SURA is authorized to execute an agreement with Wildflowers Armory, Inc. for the use of the Park in substantially the same form as attached hereto as Appendix “B” and incorporated herein.


BE IT FURTHER RESOLVED, that the officers, agents and employees of SURA are hereby directed to proceed to do such further things, or perform such further acts and execute such other documents, as are necessary to implement this Resolution.

BE IT FURTHER RESOLVED, that any documents necessary to implement this Resolution shall be in a form that shall be satisfactory to SURA’s counsel, and following such approval by counsel, SURA further authorizes its Chair to execute said documents on behalf of SURA.

DATED: as of November 10, 2020

SYRACUSE URBAN RENEWAL AGENCY

By:



Benjamin R. Walsh, Chair

Appendix "A"

From: [Michael John Heagerty](#)
Sent: Tuesday, October 27, 2020 9:49 AM
To: [Ryan, Meghan](#)
Subject: Perseverance Park

Good Morning,

After being a part of many discussions regarding Winter Dining and such with Britney Farmer, Bob Moore, Neil of DPW and Jen Tiff, I have luckily secured one geo dome tent from a company called Domes for Life.

I propose to host for 1 month the 12' radius footprint Geo dome tent with HEPA filter (see attached images in the center of Perseverance Park.

Wildflowers Armory would be insured for it. (the business I own on the corner of Fayette and Salina streets.)

We would be utilizing it as a "photo booth" and a pop-up experience. The tent is lockable and has a HEPA filter suitcase/heating unit.

The tent is designed to be anchored with quarter inch screws (this is a solid structure with metal bars screwed together and vinyl covering. We would just need access to electricity from one of the short pillars and extension cord that I would plug-in and unplug and remove daily.)

I'd like to offer a day or days for special events for Parks to be at the tent and use it to promote skating or winter offerings at city parks as well.

I'd also like to host a couple hot cocoa days with Café Kubal inside it. (I would get day permits with Pam for that.)

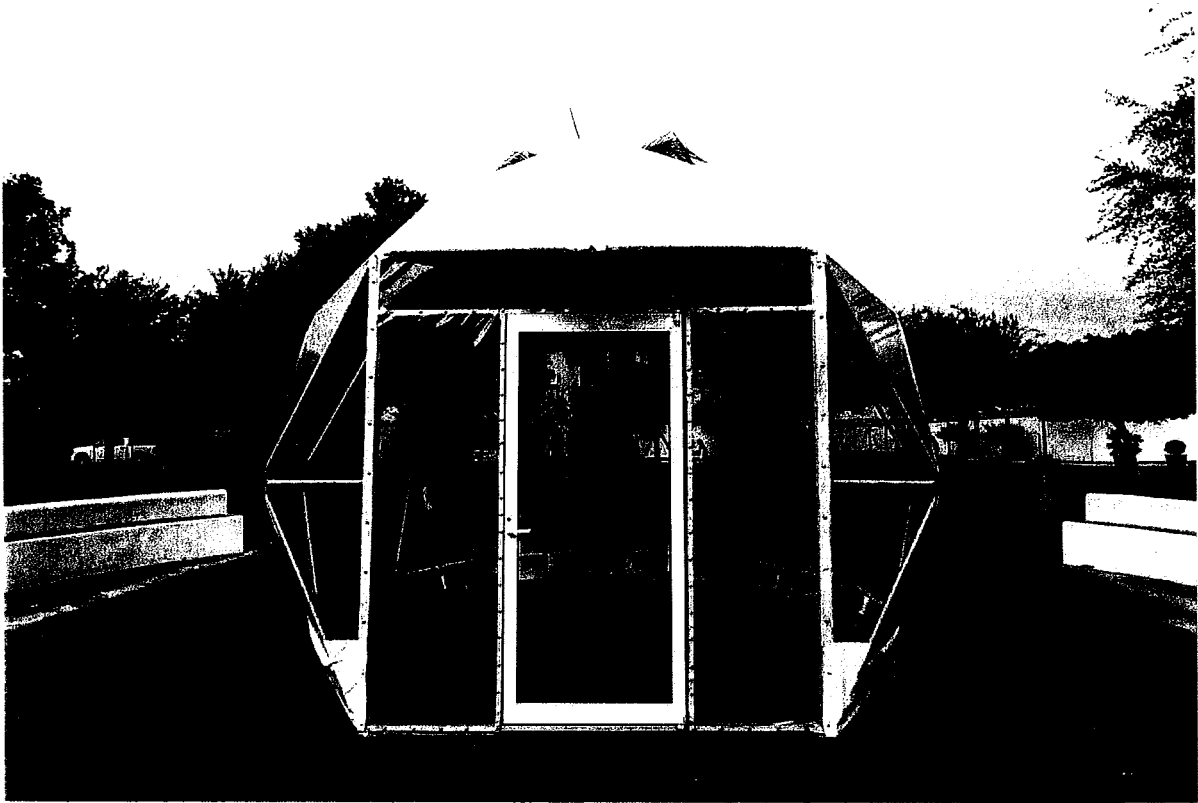
It is arriving this week from Austin Texas via train.

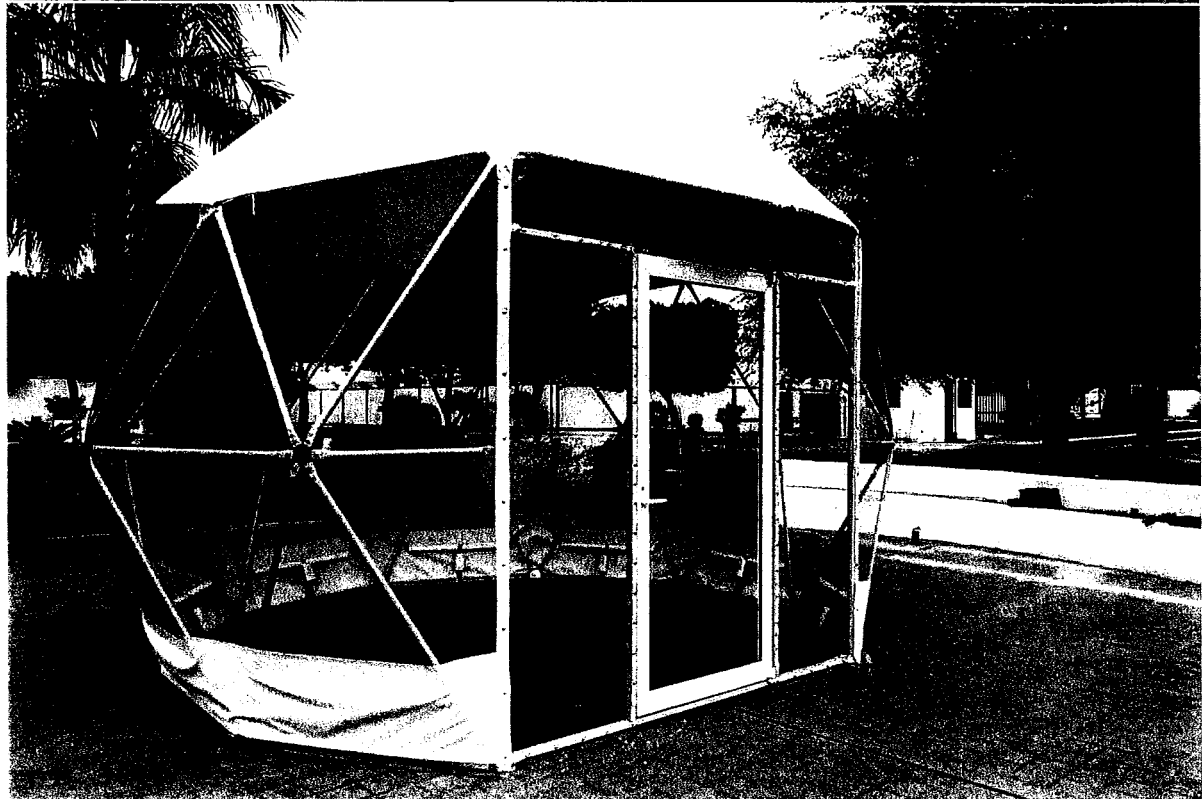
Also, it's the BMW of geo dome tents and has LED lighting, heat, HEPA air filter, BOSE blue tooth sound system all in that briefcase unit which just requires one normal extension cord low wattage.

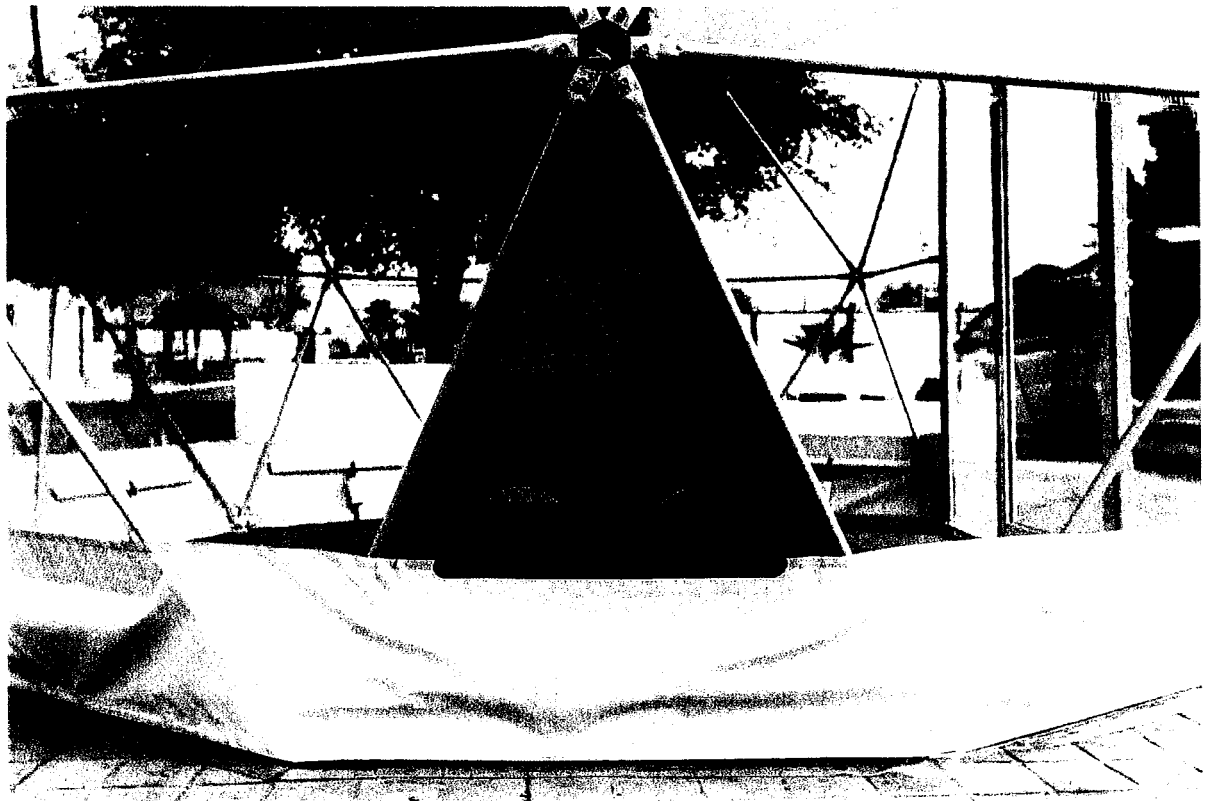
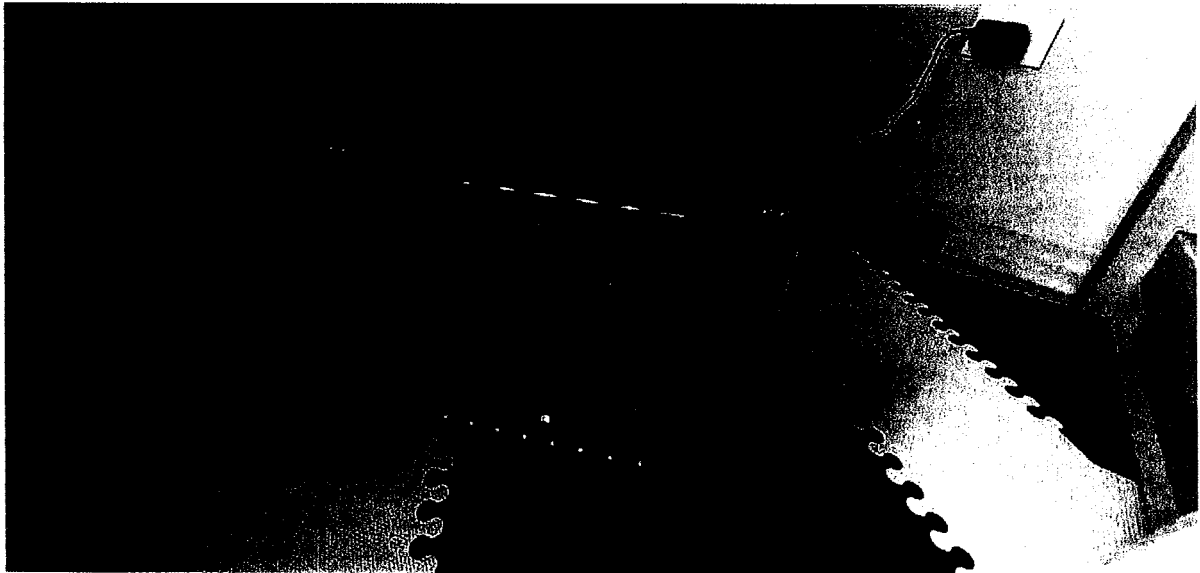
Attached imagery mocks up approximate placement as well. Thank you for your consideration.

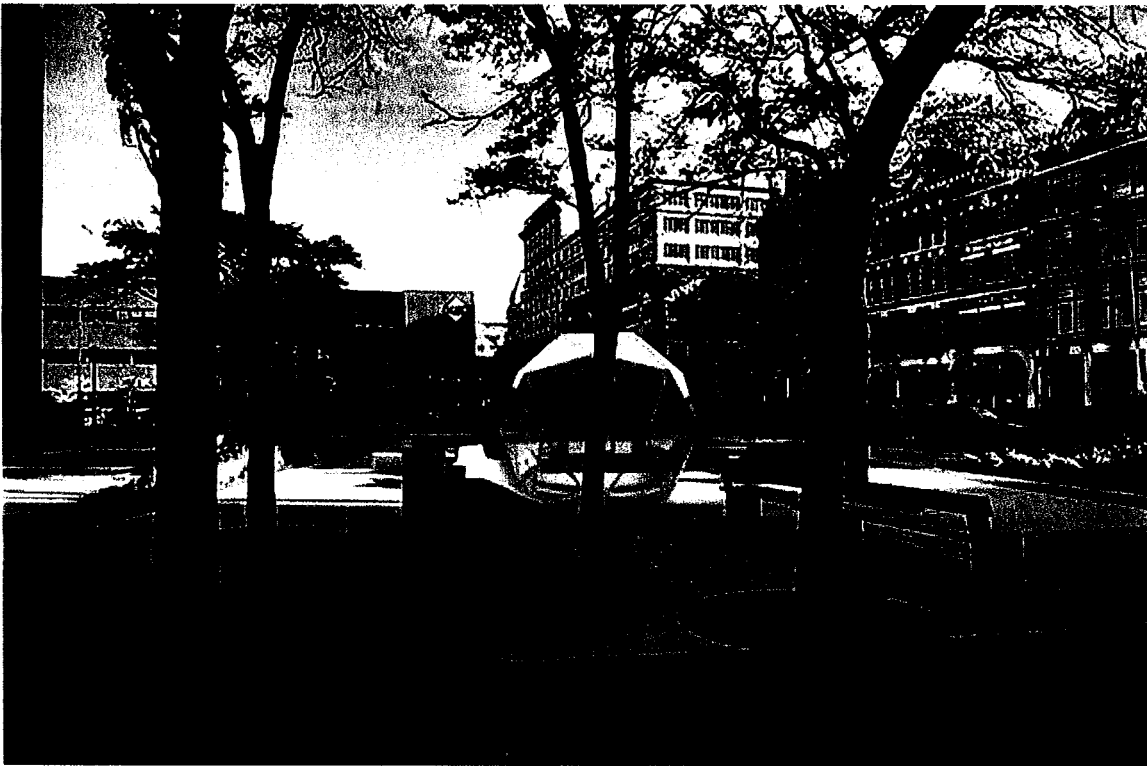
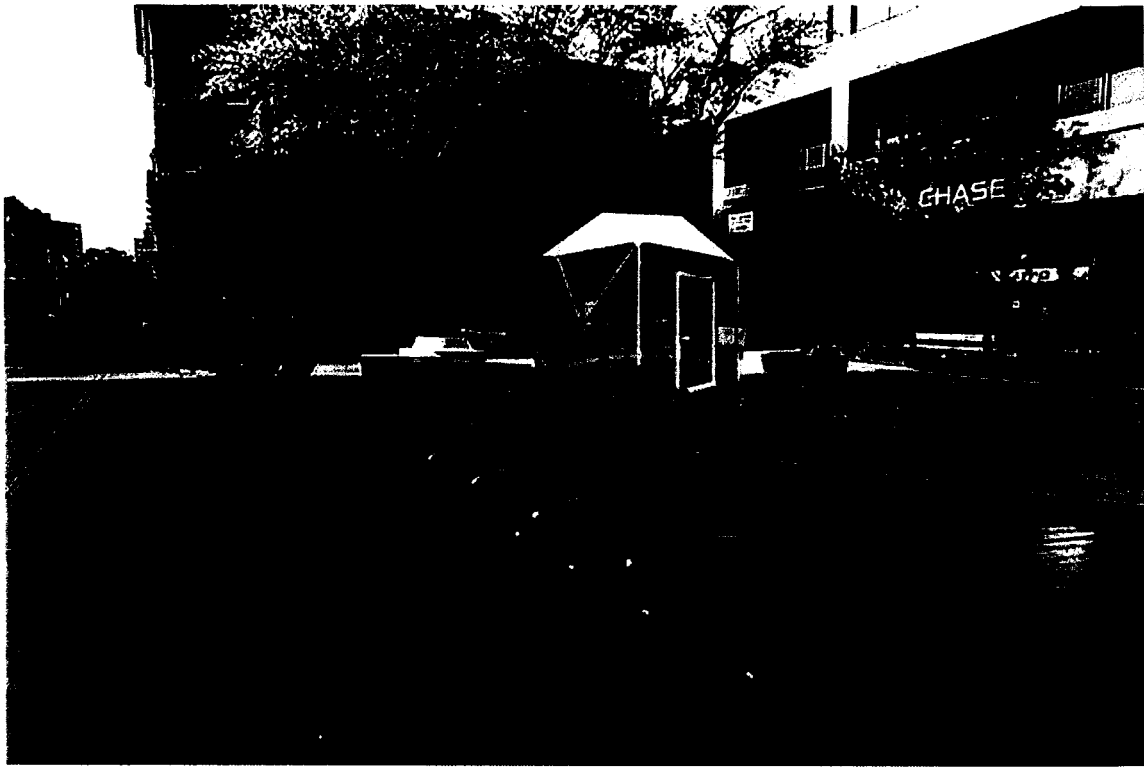
Thanks 🙏

Michael John Heagerty [315-546-4919](tel:315-546-4919)









Appendix "B"

License Agreement

THIS LICENSE AGREEMENT (the “License Agreement”) is made as of the ____ day of November, 2020, by and between the **SYRACUSE URBAN RENEWAL AGENCY**, with its offices located at City Hall Commons, 201 East Washington Street, 6th Floor, Syracuse, New York 13202 (hereinafter referred to as “SURA”), and **WILDFLOWERS ARMORY, INC.**, with its principal office located at 217 South Salina Street, Syracuse, New York 13202 (hereinafter referred to as “Licensee”), hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 Grant

SURA, pursuant to SURA Resolution No. 3431, and in consideration of the covenants and agreements herein contained on the part of the Licensee to be performed by Licensee, hereby licenses the use of to Licensee, and Licensee hereby accepts said license from SURA, the use of 216 South Salina Street, Syracuse, New York, Tax Map # 104.-27-02.1, being commonly referred to as Perseverance Park and as more particularly described in the attached Schedule “A” (hereinafter the “Property”), subject to the terms of this agreement and the laws, ordinances rules and regulations of the City of Syracuse and the State of New York.

1.1 Term

The term of this license shall be for a period of one (1) month (the “Term”) commencing on _____, 2020 and ending _____, 2020. Licensor retains the right to revoke the license granted pursuant to this License Agreement at any time and for any or no reason whatsoever.

II. USE AND CONTROL

2.0 Use

During the Term, Licensee will be permitted to use the Property to host a twelve (12) foot radius footprint Geo Dome tent (the “Tent”) with HEPA filter for a photobooth and “pop-up” experience. The Tent shall not be secured in a way that will damage the concrete surface of the Property.

2.1 Permits

Licensee shall obtain at its own cost and expense any permits required by the City of Syracuse to hold the Event at the Property, including but not limited to a Meter Rental Permit and a Business District Block Party Permit. Any failure of Licensee to obtain the required permits or to comply with the requirements or restrictions associated with the required permits

may result at the option of SURA in an immediate termination of this agreement and revocation of the license.

III. PROHIBITED USES

3.0 Uses Prohibited

Licensee shall not use or occupy the Property, or permit the Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto; or in any manner which would cause the value or usefulness of the Real Estate or any part thereof to diminish, or which would constitute a public or private nuisance or waste, or use or store hazardous or toxic materials on the Property.

Licensee shall not use or occupy the Property, or permit the Property to be used or occupied, contrary to any Executive Order issued by Governor Cuomo in relation to the COVID-19 Pandemic.

IV. INSURANCE

4.0 Kinds and Amounts

Licensee shall procure and maintain policies of insurance, at its own cost and expense, insuring SURA and Licensee from all claims, including but not limited to property damage, damage to the Property, and demands or actions for injury to or death of any person in an amount of not less than one million dollars per claim two million dollars aggregate.

4.1 Forms of Insurance

The aforesaid insurance shall be with companies and in form, substance and amount satisfactory to SURA. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to SURA. The original insurance policies (or certificates thereof satisfactory to SURA) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with SURA on or before the Commencement Date, together with renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage.

V. MAINTENANCE AND ALTERATIONS

5.0 Maintenance

Prior to the end of the Term, Licensee shall cause to and shall return the Property to SURA in the same state that it was in prior to the beginning of the Term.

VI. PROHIBITION OF ASSIGNMENT

6.0 Assignment prohibited

This License is made to Licensee only and is not assignable to any other Party without the express written consent of SURA.

VII. INDEMNITY AND WAIVER

7.0 Indemnity

Licensee agrees to protect, indemnify and hold harmless Licensor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against Licensor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on the Property or resulting from any act or omission of Licensee or anyone claiming by, through or under Licensee; or (b) any failure on the part of Licensee to perform or comply with any of the terms of this License Agreement. In case any action, suit or proceeding is brought against SURA by reason of any such occurrence, Licensee will, at Licensee's expense, defend such actions, suit or proceeding, on behalf of SURA by counsel acceptable and approved by Licensor.

VIII. RIGHTS RESERVED TO SURA

8.0 Rights Reserved to SURA

SURA retains and reserves all rights to the Property as existed prior to this License Agreement. SURA may cancel or revoke this license at will, at any time, for any reason, or for no stated reason.

IX. SURRENDER

9.0 Surrender

Upon termination of this License, whether by lapse of time, cancellation, or revocation, Licensee agrees to at once surrender and deliver up the Property to SURA, in good and same condition and repair, as the Property was at the commencement of this agreement.

X. CANCELLATION

10.0 Cancellation

SURA reserves the right to cancel or revoke this license agreement at any time and for any reason, or for no stated reason.

10.1 No Waiver

No delay or omission of SURA to exercise any right or power arising from any default shall impair any such right or power to be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this License Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

XI. MISCELLANEOUS

11.0 Amendments Must be in Writing

This License Agreement may not be modified except in writing executed by both parties.

11.1 Notices

All notices to or demands upon SURA or Licensee desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been hand delivered or mailed by United States registered or certified mail in an envelope properly stamped and addressed:

To SURA at:

SYRACUSE URBAN RENEWAL AGENCY
201 East Washington Street, 6th Floor
Syracuse, New York 13202

with a copy to:

City of Syracuse, Department of Law
Attention: Corporation Counsel
233 East Washington Street, Rm. 300
Syracuse, New York 13202

To Licensee at:

WILDFLOWERS ARMORY, INC.
217 South Salina Street
Syracuse, New York 13202

or at such other address as Licensee or SURA may hereinafter furnish in written notice to Licensor or Licensee respectively.

11.2 Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this License Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Licensor and Licensee.

11.3 Captions

The captions of this License Agreement are for convenience only and are not to be construed as part of this License Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

11.4 Severability

If any term or provision of this License Agreement shall to any extent be held invalid or unenforceable the remaining terms and provisions of this License Agreement shall not be affected.

11.5 Law Applicable

This License Agreement shall be construed and enforced in accordance with the laws of the State of New York. Venue of any action hereunder shall be the State or Federal courts located in Onondaga County, New York.

11.6 Covenants Binding on Successors

All of the covenants, agreements, conditions and undertakings contained in this License Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this License agreement reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking contained in this License Agreement.

11.7 Licensor's Expenses

Licensee agrees to pay on demand Licensor's reasonable expenses, including reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly in enforcing any obligation of Licensee under this License Agreement, or in curing any default by Licensee.

IN WITNESS WHEREOF, Licensor and Licensee, pursuant to the Syracuse Urban Renewal Agency Resolution No. 3431, have executed this License Agreement as of the date above written.

**SYRACUSE URBAN RENEWAL AGENCY
(SURA)**

By: _____
Benjamin R. Walsh, Chair

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this ____ day of November, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared **Benjamin R. Walsh**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WILDFLOWERS ARMORY, INC.
(LICENSEE)

By: _____
Michael John Heagerty, Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this ____ day of November, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared **Michael John Heagerty**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Schedule A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York being New Lot 2 on a Resubdivision map of a part of Block 107 of said city, made by Mary Robison, PE City Engineer and Glen Mihal, LS Division Engineer and filed in the Office of the Onondaga County Clerk on April 11, 2015 as map number 11824.
