



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Caretaker's Apartment at Hutchins Street Square

MEETING DATE: November 17, 1999

PREPARED BY: Charlene J. Lange, Community Center Director

RECOMMENDED ACTION:

That the City Council approve the agreement for the caretaker's apartment at Hutchins Street Square.

BACKGROUND INFORMATION:

When re-construction began on the Senior Complex ten years ago, plans included a caretaker's apartment that would be utilized by an individual as an on-site watchman during the hours the facility is not in use. The intention was also that this watchman would be available to assist in rental openings/closings to alleviate overtime hours by the Square's maintenance staff.

As the renovation of the theatre and conference facilities was completed, the activity on site has increased tremendously and the need for an on-site watchman has magnified. The facilities are booked regularly every weekend with two to three venues being used at the same time, as well as weekday evening use.

The opportunity for vandalism has increased and for safety and security reasons, as well as the need for maintenance staff relief during evening and weekend rentals, the idea of a watchman has become a necessity.

Bennett Construction has stepped forward and volunteered the manpower and labor to complete the apartment and will soon be ready to occupy.

Tenant will be charged for City furnishing sewer, water, trash, electricity and /or natural gas.

FUNDING: None


Charlene J. Lange
Community Center Director

CJL/tv

APPROVED: _____

H. Dixon Flynn -- City Manager

CITY OF LODI
CARETAKER'S AGREEMENT

Lodi, California _____ 1999. City of Lodi, (City) and _____ (Tenant) agree as follows:

1. Tenant shall reside in the apartment on the site prepared and provided by City at the Hutchins Street Square site effective _____ .
2. For cost-covering purposes, City will charge rent for furnishing Tenant with sewer and water service, use of City's trash service (for personal refuse only), electricity and/or Natural gas. Tenant will pay monthly amount of _____ payable as follows:

In advance of the first of every month. Any rent not received by the 25th Of the month will incur a \$10.00 late fee. Failure to make such payment Promptly may be cause of termination of this tenancy. The rent shall be Paid at _____ .
3. Tenant will maintain and pay for his/her own telephone service.
4. The purpose of this agreement is to provide "Vandal Watch" supervision of the facilities and grounds in exchange for reduced rental costs of an apartment. Tenant agrees to maintain a vigilant "watch" of the Hutchins Street Square facilities. Tenant WILL NOT ATTEMPT TO PERSONALLY PROVIDE POLICE SERVICES, but will, as the need arises, immediately summon Lodi Police Department.
5. Tenant shall become familiar with activities and appropriate use of facilities after business hours. Tenant may contact the site manager and obtain information regarding activities. City recognizes that it may be difficult for Tenant to determine who may or may not be authorized to be on site at any given time. Therefore, Tenant shall report to appropriate police personnel the presence of unsupervised groups of people loitering on or about the premises, activities or the presence of suspicious people which would indicate to a responsible person that criminal conduct and/or inappropriate activity has occurred, is occurring or may occur. Tenant should make periodic walk-through of the grounds after business hours for the purposes of becoming familiar with broken windows, signs of vandalism or other breaches in building security.
6. City recognizes that Tenant is not a trained police or security officer and, therefore, Tenant, as an independent contractor and not as an employee or agent of City by virtue of this agreement, shall use his/her best judgement regarding time periods and circumstances in which walk-through or building inspections should be conducted.
7. Tenant will be responsible for five nights per month to unlock facilities for after hour use - clients, not to exceed two Saturday evenings per month. Procedures and instruction will come from the maintenance supervisor.
8. Tenant will serve as the "emergency sub call out" when necessary and be vigilant and alert to the needs that may include, but not limited to, contact with the alarm company, the air conditioning subcontractor, or the plumbing subcontractor. The tenant will then notify the maintenance supervisor.

9. Tenant agrees to always keep the gates and doors to the patio closed and secure. The licensing of the Adult Day Care Facility depends on a closed environment and it will be the tenant's responsibility to insure the area is secure.
10. The tenant is aware the Adult Day Care program operates from 6:30 a.m. to 6:00 p.m., Monday through Friday and activities commonly associated with those programs can often be noisy, including loading and unloading of handicapped vehicles, playing of a piano and singing. Also, the tenant is to make sure there is no loud music or disturbing activities within the apartment that may disrupt the day-to-day activities of the day care facility.
11. Tenant shall not attempt to contact, confront or apprehend any suspicious person at the site. In addition, Tenant shall immediately notify the appropriate police agency of unusual sounds or suspicious noises occurring after business hours and shall keep the facilities under surveillance but shall not investigate the source of the noise or disturbance. If Tenant contacts, approaches or apprehends any person on or around the site, Tenant does so at his/her own risk and City assumes no responsibility for Tenant's actions or injuries to Tenant as the result of Tenant's actions.
12. Tenant recognizes and acknowledges that he/she is not an agent or employee of the City of Lodi by virtue of this agreement, and that Tenant is responsible for the manner, method and means by which he/she surveils the site. Tenant's sole responsibility as a "Vandal Watch Tenant" is to report suspicious activities to the appropriate police agencies and notify the site manager of discovered breaches of site security, damage or vandalism.
13. Tenant's failure to make reasonable efforts to monitor and surveil the site shall be cause for termination of the tenancy.
14. Tenant is encouraged to carry on a normal living experience and is NOT EXPECTED to provide a presence 24 hours every day. Tenant is expected to notify the site manager 48 hours in advance when he/she plans to be away for more than two nights (weekend) or on vacations so alternate arrangements can be formulated.
15. Tenant will maintain comprehensive general liability policy of not less than \$300,000 CSL and said policy will name the City as an additional insured. Further, Tenant agrees to indemnify and hold the City harmless of any liability from damages or injury arising from incidents caused by or involving Tenant, Tenant's personal property, home, family and/or visitors.
16. The Tenant will maintain the apartment and all his/her property situated therein, in a safe, clean and orderly manner. Failure to maintain the apartment or immediate premises in an acceptable manner shall be cause for termination of this tenancy. In the event Tenant fails to maintain the apartment and his/her property situated therein in a safe, clean and orderly manner, the City may do so and charge a reasonable fee for services provided by the City relating to maintenance of Tenant's apartment and property therein. No storage other than the square footage of the apartment is available or promised.
17. Occupants authorized by this agreement are limited to members of the Tenant's immediate family.
18. Tenant may not keep pets in the apartment. Failure to comply with this clause shall be cause for termination of the tenancy.

19. Parking for personal vehicles will be limited to two spaces on site. There is no space for the storage of recreational vehicles.
20. Personal use of the patio for after-hours activities, such as barbecuing or picnicking must be worked out with the Senior Center Coordinator.
21. It is mutually agreed that either party may terminate this tenancy by giving fifteen (15) days written notice. If either party brings an action to enforce to this Agreement, the prevailing party shall be entitled to recover costs of suit including reasonable attorney's fees, costs of expert witnesses, costs associated with depositions and all other reasonable fees and costs incurred therein. This tenancy is not transferable and premises cannot be sublet.
22. This contract is not available to permanent, full-time employees of the City of Lodi.
23. This agreement represents the entire agreement between the parties and any other prior written or oral discussions or agreements between the parties are of no force or effect. This agreement may be amended only by a writing signed by both parties.

LESSEE

CITY OF LODI

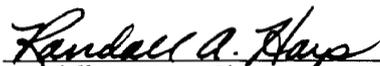
Name

H. Dixon Flynn, City Manager

Date

Date

Approved as to form:



Randall A. Hays, City Attorney

Attest:

Alice M. Reimche, City Clerk