

CITY COUNCIL MEETING

January 21, 1981

APPROVE LEASE
AGREEMENT WITH
MARVIN MAYER
FOR 13 ACRES
ADJACENT TO
LODI LAKE PARK

City Manager Claves apprised the Council that Parks and Recreation Director DeBenedetti had talked to Marvin Mayer and Mr. Mayer had indicated that he is willing to take care of the City-owned 13 acres of vineyard and walnuts located in the area of Lodi Lake Park. Mr. DeBenedetti indicated that after talking to several farmers as well as others who were in the grape business and after the experience the City had this past year, it would be his recommendation that Council approve the proposed lease agreement with Mr. Mayer.

Following discussion, on motion of Councilman Murphy, Hughes second, Council approved the proposed Lease Agreement between the City and Mr. Marvin Mayer for the 13 acre parcel adjacent to Lodi Lake Park and authorized the Mayor and City Clerk to execute the subject agreement on behalf of the City.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE
January 14, 1981

NO.

SUBJECT: Lease with Marvin Mayer - 13 acres Lodi Lake Park

As per the attached agreement, I have talked to Marvin Mayer and he is willing to take care of the 13 acres at Lodi Lake Park as in the past for the amounts indicated.

After talking to several farmers as well as others who were in the grape business and after the experience we had this past year, I would certainly recommend that Mr. Mayer be given the contract to maintain the property involved. He knows all of the "ins and outs", and the City would at least receive some remuneration, as well as having the land kept and maintained in a clean and presentable fashion. It definitely appears that this area presents a great many problems as Mr. Phillips found out. I feel that possibly Mr. Mayer is doing the City a favor since we are not going to develop this area for some time to come.

Ed DeBenedetti, Director
Recreation and Parks

Attach.

Mr. Marvin Mayer
20477 N. Hwy 99
Acampo, CA 95220

Dear Mr. Mayer:

The City of Lodi does hereby lease to you the 13 acres more or less of vineyard land situated between the railroad tracks and the west line of the Lodi Lake Park and all walnut trees located on said property.

It is understood and agreed that this lease is on a year to year basis, commencing with the year 1981. The term of this lease shall be automatically renewed unless either you or the City give notice in writing to the other party at least 60 days prior to December 31 of any year that said lease should be terminated.

As rent for said property, you agree to pay the City of Lodi the sum of \$500.00 per year, payable \$200.00 on or before March 1 of each year, and the balance of \$300.00 to be paid at the end of the grape harvest. In addition to said cash rent, the undersigned agrees to pay the annual possessory interest tax that is charged by the County of San Joaquin by reason of your using and occupying this property.

You agree to furnish to the City of Lodi a copy of your comprehensive liability policy or a certificate thereof, showing that the City of Lodi is named as an additional assured.

The City agrees to furnish the necessary power for irrigation and you are to perform and do all necessary work and labor in and about the caring for, pruning, cultivating and farming of said property.

Please sign and return two copies of this letter to the undersigned and keep one copy for your file.

Sincerely,

CITY OF LODI

ACCEPTED:

By: Alice Reimche, City Clerk

Marvin Mayer

Dated

Mr. Marvin Mayer
20477 N. Hwy 99
Acampo, CA 95220

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