

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE: April 15, 1987

NO.

FROM: THE CITY MANAGER'S OFFICE

SUBJECT: REPORT CONCERNING PROJECTED CAPITAL IMPROVEMENT PROGRAM REQUIREMENTS FOR THE OLD MAIN STREET FIREHOUSE SITE, 114 NORTH MAIN STREET

PREPARED BY: City Manager

RECOMMENDED ACTION: None required. Information only.

BACKGROUND INFORMATION: At the regular City Council meeting of April 1, 1987, staff was requested to provide the Council with a report on the status of the Lodi Drop-In Center, located in a former City Fire Station at 114 No. Main Street. This facility has received publicity recently as a result of our review of the City's five-year Capital Improvement Program. This program includes the development of a corporation yard for the Parks and Recreation Department, as well as remodeled and expanded office space for this department utilizing, in part, the parcel on which the Drop-In Center is situated. The plan calls for the demolition of this building.

At the present time there is no agreement in effect between the City and the Drop-In Center for the use of this facility. The previous agreement (Exhibit A) expired October 23, 1986. The Drop-In Center has continued to pay the monthly rental of \$100. The agreement specifies that the lease may be terminated by either party upon 30 days written notice. The agreement covers the use of the first floor only. It is my understanding that the Drop-In Center is now utilizing the second floor also. A new agreement will be prepared to extend the use of this building by the Drop-In Center for a minimum of two years (June 30, 1989) and then on a month-to-month basis after that until such time as the property is needed by the City. I will place this agreement on the agenda for the regular City Council meeting of May 6, 1987.

The City Council has been invited to visit this facility for breakfast and a tour at our convenience. I suggest this be the topic for the "Shirtsleeve" meeting of May 5, 1987. We will keep the Council advised.

The staff will be prepared to answer questions regarding this facility at Wednesday night's meeting.

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

attachment

EXHIBIT A

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor

DAVID M. H. SCHMAN
Mayor Pro Tempore

EVELYN M. OLSON

JAMES W. PINKERTON, Jr.

FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

October 23, 1984

Lodi Drop In Center
c/o Mr. Harry Miller
1241 South Church Street
Lodi, California 95240

Gentlemen:

Your request on behalf of Lodi Drop In Center (hereinafter Lessee) for use of the old Main Street Firehouse first floor for developing it into a drop-in center for "people in need" was submitted to the Lodi City Council on October 17, 1984. You are advised that Lessee's request was accepted as subject to all of the conditions set forth in this Letter Agreement, and subject to the conditions as set forth in the Community Relations Assistant's letter to the City Manager, attached hereto as Exhibit A and incorporated herein by reference, and as subject to obtaining work permits and correcting deficiencies as outlined in the Chief Building Inspector's August 23, 1984 Memorandum listing areas of concern, attached hereto as Exhibit B and incorporated herein by reference. Please sign and return an original and one copy of this letter which will constitute your acceptance of said conditions as set forth.

1. City of Lodi (hereinafter Lessor) agrees that Lessee may use the first floor of the premises commonly known as the "Old Main Street Firehouse" owned by Lessor and located at 114 North Main Street, Lodi, California, to carry on the drop-in center program supervised by Lessee.
2. The use of said property shall be on a month-to-month basis for a minimum two year contract ending October 23, 1986, and may be terminated by either party upon thirty days' written notice.
3. Lessee agrees to pay Lessor a monthly rental of \$100.00 per month beginning January 1, 1985 for the term of this Agreement. The effective date of this contract is October 24, 1984 and Lessor may commence remodeling as herein agreed to at said time.
4. The costs of all utilities shall be paid by Lessee.
5. Lessee accepts said premises in its "as is" condition.

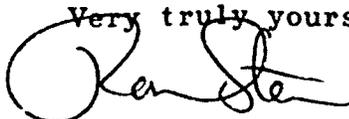
Letter Agreement
Lodi Drop In Center
October 23, 1984
Page Two

6. Lessee agrees during its occupancy of said premises to maintain in full force during the term hereof a policy of public liability insurance under which Lessee is named as insured, and containing an Additional Named Insured Endorsement naming Lessor as an additional insured, and under which the insurer agrees to indemnify and hold the Lessee and Lessor harmless from, and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Lessee, or Lessee's agents or employees. The minimum limits of such insurance shall be \$500,000.00/\$1,000,000.00. In addition to the Additional Named Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said public liability and property damage insurance containing the above-stated required endorsements shall be delivered to Lessor within ten (10) days after the issuance and each renewal of said policy. This paragraph and all other provisions of this Lease, shall apply and be construed as applying to any subtenant of Lessee.

Very truly yours,



RONALD M. STEIN
CITY ATTORNEY

THE FOREGOING LETTER AGREEMENT FOR USE OF THE MAIN STREET FIRE HOUSE FIRST FLOOR IS ACCEPTED:

LODI DROP IN CENTER

CITY OF LODI, a municipal corporation

By Aaron D. Miller
Title

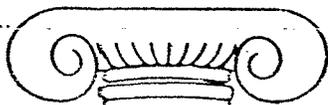
By Henry A. Graves
Henry A. Graves
City Manager

Date 12-11 1984

Date 12/11 1984

Attest:

Alice M. Reimche
Alice M. Reimche
City Clerk



HUTCHINS STREET SQUARE

- Dennis Bennett
Chairman
- Oneta Lange
Vice-Chairman
- Joanne Hoffman
Secretary
- Sheri Mallory
Treasurer
- Stewart Adams
Ken Boyd
Bruce Burlington
Frank Johnson
Norman King
Ben Schaffer
Marty Weybret
- Robert Rinn
Director Emeritus
- Lindsay Marshall
Legal Counsel
- Robert Kidd, CPA
Financial Counsel
- Charlene Lange
City of Lodi Liaison

MEMORANDUM

TO: MR. GLAVES, CITY MANAGER

FROM: CHARLENE J. LANGE

DATE: OCTOBER 11, 1984

SUBJ: CITY'S OLD MAIN STREET FIREHOUSE

RECEIVED

OCT 11 1984 11:28

ALICE H. DENICHE
CITY CLERK
CITY OF LODI

Mr. Harry Miller, representing Alcoholics Anonymous, has expressed an interest in developing the old Main Street firehouse into a drop-in center for "people in need".

Our chief building inspector, Roger Houston, has conducted an inspection of the facility and prepared a list (August 23, 1984 memo) of areas of concern.

Mr. Miller has some monies for remodeling plus donations from a variety of skilled trade volunteers. His ability to motivate and follow through on a rehabilitation project has been shown with the successful clean-up efforts of the Maple Square firehouse on Lodi Avenue.

The center would be staffed by volunteers seven days a week from approximately 10 a.m. to 10 p.m. This would not be an educational facility like Maple Square, but considered a "place to go", to keep people off the streets and out of the bars.

He is willing to pay rent of \$100 per month after a month of operating the facility. It is Mr. Miller's initial plan to remodel only the bottom floor of the firehouse at this time and seal off the second floor, until the need arises to use the total facility. He would obtain all the necessary permits and work closely with the building inspection department during this rehabilitation project. I have indicated to Mr. Miller that we would be interested in signing at least a two year contract; longer if so advised by your office.

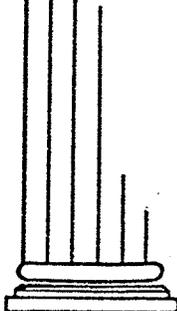
Mr. Miller is looking for a go-ahead by the City; his money is in hand and volunteers lined up to start work immediately. An early response would be desirable.

Charlene J. Lange
Charlene J. Lange
Community Relations Assistant

cc: Roger Houston
Jack Ronsko
Harry Miller

CJL/td

EXHIBIT "A"



MEMORANDUM, City of Lodi, Community Development Department

TO: Jack L. Ronsko, Public Works Director
FROM: Roger G. Houston, Chief Building Inspector
DATE: August 23, 1984
SUBJECT: City's Old Main Street Firehouse

On August 16, 1984, an inspection was conducted at the Main Street Firehouse. The following are either code violations or areas of concern.

A. EXITING

1. Steps at west entrance have a 1-inch differential in rise. The maximum differential allowed is 3/8 inch.
2. Steps from central raised floor area to old engine garage are 9 to 9-1/2 inches high. The maximum height allowed is 7-1/2 inches.
3. Rear doors must be repaired and new hardware installed.
4. Provide a 5-foot long by 3-foot wide landing at rear doors. Landing must not be more than 1/2 inch lower than the interior floor.
5. A second stair must be added to the second story. New stair should be located as far away from the existing stair as possible.
6. Usable space under stair must be protected with 5/8 inch Type "X" sheetrock.
7. Handrails on stair must be provided on both sides and must extend 6 inches above and below the steps. Handrails must be returned to the wall at upper and lower ends.

B. ELECTRICAL

1. All unused electrical wiring and equipment should be removed.
2. All electrical fixtures should be checked and repaired where necessary.
3. All exposed romex and knob and tube wiring should be replaced with conduit or flex.
4. Floodlight on the roof at the west side of the building should be removed or rewired.

C. GENERAL

1. Roll-up doors should be removed or secured so that no motor vehicle can enter the building.

EXHIBIT "B"

MEMORANDUM

2.

August 23, 1984

C. GENERAL (continued)

2. Floor at first story bathroom is deteriorated. Should be checked for dryrot and termites.
3. Window frames are deteriorated, inoperable and some glass is broken.
4. Remove fan in window of kitchen and replace window.
5. The openings in the floor at the drop pole and hose tower should be closed with permanent flooring.
6. Building has no heating or air conditioning system.
7. Stucco needs repair on east side of building where pole was removed.
8. Roof appears to be leaking and should be checked for possible reroof.
9. Rainwater downspouts need repair or are missing.
10. Building is unreinforced masonry design and has poor resistance to earthquake.

RGH:dsg

cc: CLange
RWiech