

P-8-2-41

14 (a)

cc 2 (a)

cc 7 (2)

cc 13

CITY COUNCIL MEETING

JULY 21, 1982

USE OF CITY FACILITY  
BY LODI ARTS CENTER  
APPROVED

Council was apprised that the Lodi Arts Center has agreed to move their headquarters and gallery from the upstairs Pine Street location to the new Hutchins Street Square. A proposed agreement at a monthly rate of \$125.00 with a reopener to negotiate for additional time was presented for Council's approval.

COUNCIL APPROVED THE AGREEMENT FOR USE OF A FACILITY AT HUTCHINS STREET SQUARE BY THE LODI ARTS CENTER AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

0 7/7 CC 14(a)

RESOLUTION 82-61

RESOLUTION SETTING PROTEST HEARING REGARDING  
THE PROPERTY AT 18 SOUTH MAIN STREET, LODI  
PURSUANT TO ABATEMENT OF DANGEROUS  
BUILDING CODE - 1979 EDITION

RESOLVED, that the City Council of the City of Lodi does hereby set a Protest Hearing regarding the property at 18 South Main Street, Lodi (Que Pasa Casa Hotel) Assessor Parcel No. 043-072-11 and more particularly described as "Lot 7 Block 27, City of Lodi", pursuant to Abatement of Dangerous Buildings Code - 1979 Edition for Wednesday, August 4, 1982 at 8:00 P.M. in the City Hall Council Chambers, 221 West Pine Street, Lodi.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby direct the City Clerk to publish the attached Notice of Hearing, marked Exhibit "A" and thereby made a part hereof, in the manner prescribed by law and to forward a Notice of Hearing to the owner of record of the subject property.

Dated: July 7, 1982

I hereby certify that Resolution 82-61 was passed and adopted by the City Council of the City of Lodi in a regular meeting held by the following vote:

Ayes: Council Members - Olson, Snider, Pinkerton,  
Murphy, Reid

Noes: Council Members - None

Absent: Council Members - None

*Alice M. Reimche*  
ALICE M. REIMCHE  
City Clerk

**CITY COUNCIL**

FRED. M. REID, Mayor  
ROBERT C. MURPHY,  
Mayor Pro Tempore  
EVELYN M. OLSON  
JAMES W. PINKERTON, Jr.  
JOHN R. (Randy) SNIDER

**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. REBMICHE  
City Clerk

RONALD M. STEIN  
City Attorney

July 7, 1982

**NOTICE OF CITY COUNCIL HEARING**

Mr. Lyle Shelton  
Del Mar Supplies  
1141 North Citrus  
Orange, CALIFORNIA 92669

**NOTICE OF CITY COUNCIL HEARING REGARDING  
NOTICE OF PUBLIC NUISANCE PROPERTY LOCATED  
AT 18 SOUTH MAIN STREET, LODI (ASSESSOR'S  
PARCEL 043-072-11)**

Public records indicate that you are the current legal owner of the real and improved property in the City of Lodi, County of San Joaquin, State of California described as follows:

18 South Main Street, Lodi  
(Que Pasa Casa Hotel)  
Assessors Parcel No. 043-072-11

and more particularly described as "Lot 7, Block 27, City of Lodi".

On January 26, 1982, the predecessor-in-interest of the property at 18 South Main Street, Lodi, was sent a letter stating that there was a violation of the Fire Code Section 11.414.

Subsequent letters were sent to the new owner and on or about May 27, 1982, a letter was sent to Mr. Lyle Shelton, Del Mar Supplies, 1141 North Citrus, Orange, California 92669, expressing the City's concern regarding the violation. The City did not receive any response. The City then contacted C. Edward Jones and Company, Lodi and had that firm repair the building at a cost of \$2,342.40.

Now Therefore, pursuant to Sections 1101 (b.4) and 1501 of said Housing Code, you are hereby notified that Jack Ronsko, Public Works Director of the City of Lodi will bring the matter of said property and the findings listed above before the City Council of the City of Lodi at its regular meeting of Wednesday, August 4, 1982 at 8:00 p.m. in the City Hall Council Chambers, 221 West Pine Street, Lodi, declaring the structure unsafe and a public nuisance, in need of repair, and subsequently ordering that the charge of \$2,342.40 for such repairs shall be assessed against the property, causing the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

For information concerning this matter, please contact the office of the City Clerk of the City of Lodi.

Alice M. Reimche,  
City Clerk

AMR/lf

CITY COUNCIL MEETING

JULY 21, 1982

USE OF CITY FACILITY  
BY LODI ARTS CENTER  
APPROVED

Council was apprised that the Lodi Arts Center has agreed to move their headquarters and gallery from the upstairs Pine Street location to the new Hutchins Street Square. A proposed agreement at a monthly rate of \$125.00 with a reopener to negotiate for additional time was presented for Council's approval.

COUNCIL APPROVED THE AGREEMENT FOR USE OF A FACILITY AT HUTCHINS STREET SQUARE BY THE LODI ARTS CENTER AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

1-c

(1) City agrees that Lessee may use the premises, commonly known as Hutchins Street Square/locker room/first aid station and offices, owned by City and located at 800 W. Oak Street on the west corner of the cafeteria building. Address

within the City of Lodi, to carry on a program of \_\_\_\_\_  
furthering the arts/ art gallery

(2) The term of this Agreement shall be for a period of one year beginning on the date of the execution of this Agreement, and ending at midnight on July 30 19 83, unless terminated by either party without cause upon 30 days written notice.

(a) City assumes no responsibility by this Agreement or otherwise, upon termination of this Agreement pursuant to paragraph 2 or otherwise, to provide or find another facility for lessee.

(3) Neither City nor lessee is under any obligation to re-lease upon termination of this Agreement pursuant to paragraph 2 or otherwise.

(4) Lessee agrees to pay City a monthly rental of \$ 125 per month, as of the first day of each month, commencing September 1, 19 82.

(5) Utilities are included in rental percentage agreed upon. ~~Lessee agrees~~  
~~XX~~

(6) Lessee agrees to accept said premises in an "AS IS" condition.

(7) Lessee agrees to indemnify and hold City, its officers, agents and employees harmless for and defend against any and all claims and liabilities arising from damages or injury to persons and property during Lessee's occupancy of said premises. City shall be named as an additional insured on Lessee's comprehensive liability policy and a certificate

1-2

evidencing the same shall be filed with the City Clerk of the City in the following amounts:

- (a) Bodily injuries or death in the amount of \$ 50,000 for one person;
- (b) \$ \_\_\_\_\_ for one occurrence;
- (c) \$ 500,000 for property damage

(8) Lessee agrees that any repairs by Lessee or Lessee's agents or employees, must be undertaken only after approval by the City Manager of the City of Lodi or his designee.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands the date and year first above written.

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
LESSEE

BY \_\_\_\_\_  
Henry A. Graves  
City Manager

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alice M. Reimche  
City Clerk

\*The City is interested in negotiating another contract for the years in the future after the Art Center gets its feet on the ground. This reopener would most likely raise the monthly rental of the property.