

CITY COUNCIL MEETING
August 5, 1961

CC-14A
TEMPORARY LONG-
TERM USE CONTRACTS
FOR VARIOUS CITY
FACILITIES
APPROVED

Following introduction of the matter by City Manager Graves and City Clerk Reimche, Council, on motion of Mayor Pro Tempore Murphy, Pinkerton second, approved the temporary long-term use contract for the following City facilities, directing the City Attorney to include in such contracts provisions whereby the City is under no obligation to re-lease the facilities to the lessee upon the termination of the subject contracts or to provide other facilities:

- a) Big Valley Model Rail Roaders - Carnegie Library - basement, Center Room
- b) Judy Stoddard, Rep. Jazzercise, Inc. - Lodi High Cafeteria and Hale Park

AGREEMENT

THIS AGREEMENT MADE and entered into this 15th day of July, 1981, by and between the City of Lodi, a municipal corporation, hereinafter referred to as CITY; and Big Valley Model Rail Roaders, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, City owns the premises commonly known as Carnegie Library, and located at 305 W. Pine Street within the City of Lodi; and

WHEREAS, Lessee desired to use the premises to carry on a program of building a scale model railroad;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

(1) City agrees that Lessee may use the premises, commonly known as Carnegie Library - basement, "Center Room", owned by City and Located at 305 W. Pine Street within the City of Lodi, to carry on a program of building a model railroad;

(2) The term fo this Agreement shall be for a period of one year (1), beginning on the date of the execution of this Agreement, and ending at Midnight on July 30, 1982, unless terminated by either party without cause upon 30 days' written notice.

(3) Lessee agrees to pay City a monthly rental of \$ 75.00 per month, as of the first day of each month, commencing August 1, 1981.

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

(5) 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 comprhensive liability policy, and a certificate evidencing the same shall be filed with the City Clerk of City in the following amounts:

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

(6) 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 _____
City Manager

By _____

ATTEST:

Title _____

By _____
City Clerk

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

FROM: THE CITY MANAGER'S OFFICE

DATE

July 31, 1981

NO.

SUBJECT:

Temporary long term use contracts for various City facilities

Enclosed herewith are proposed agreements for temporary long term use contracts for City facilities as follows:

- a) Big Valley Model Rail Roaders - Carnegie Library - basement, Center Room
- b) Judy Stoddard, Rep. Jazzercise, Inc - Lodi High Cafeteria and Hale Park

Negotiations are presently underway with the YMCA, the Lodi Boxing Club, and the Lodi Art Center for similar contracts.

At this time, there is no one group that will go into Maple Square Firehouse. There is a problem with the expense of cleaning up the facility for proper use.

RECOMMENDED ACTION

Approve Agreements with Big Valley Model Rail Roaders and Jazzercise, Inc., and authorize the City Manager and City Clerk to execute the Agreement on behalf of the City.



Alice M. Reincke
City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this 15th
day of July, 1981, by and between the City
of Lodi, a municipal corporation, hereinafter referred to
as CITY; and Judy Stoddard, Rep. Jazzercise, Inc.,
hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, City owns the premises commonly known as
Lodi High Cafeteria and Hale Park,
and located at Oak Street and Locust Streets
respectively within the
City of Lodi; and
Address

WHEREAS, Lessee desires to use the premises to carry
on a program of Jazzercise hours, dates, and times to be
set by instructors and Director of Recreation and Parks,

NOW, THEREFORE, it is hereby mutually agreed by and
between the parties hereto as follows:

(1) City agrees that Lessee may use the premises, commonly known as Lodi High Cafeteria & Hale Park, owned by City and located at Oak Streets and Locust Street Address within the City of Lodi, to carry on a program of Jazzercise Classes;

(2) The term of this Agreement shall be for a period of two (2) years, beginning on the date of the execution of this Agreement, and ending at Midnight on July 15 19 83, unless terminated by either party without cause upon 30 days' written notice.

(3) Lessee agrees to pay City a monthly rental of \$ 120 per month, as of the first day of each month, commencing August 1, 19 81.

(4) ~~Lessee agrees to pay~~ Utilities are included in rental percentage agreeen upon.

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

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

a) Bodily injuries or death in the amount of

\$ 500,000.00 for one person;

b) \$ 500,000.00 for one occurrence;

c) \$ 50,000.00 for property damage

(7) 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

By _____
City Manager

ATTEST:

By _____
City Clerk

J. J. Case
LESSEE
By Judy Stoddard
Title Lodi Instructor

TO: ALICE REIMCHE
FROM: CHARLENE LANGE
DATE: JULY 30, 1981
SUBJECT: TEMPORARY LONG TERM USE CONTRACTS

The YMCA (Jim Cox) will be returning a signed contract to be approved by the Council; You also have the contract for the Model Rail-road club and should approve it and then we will get to Jack Campbell for a signature.

Ed DeBenedetti should forward a contract for signature with the Jazzercise people and the Lodi Boxing Club.

Council should know that we are negotiating with the Lodi Art Center for the top floor of the Library, with the children's library being designed for a meeting room available for all community people or council/city staff.

At this time, there is no one group that will go into Maple Square Firehouse. There is a problem with the expense of cleaning up the facility for proper use.

Some inquiries have been directed to my office for use by outside private agencies and these proposals should be directed to Council for them to make a decision on accepting/rejecting.

L. Ed DeBenedetti