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* CITY COUNCIL MEETING
SEPTEMBER 2, 1987

AGREEMENT FOR LEASE
OF CITY PROPERTY
(WEST WALNUT STREET,
BETWEEN SACRAMENTO
STREET AND SOUTHERN
PACIFIC RAILROAD
TRACKS) TO RICHARD
J. CLARK APPROVED

CC-27(b)

The City Council approved an agreement between the City of Lodi and Mr. Richard J. Clark for the lease of City property (West Walnut Street, between Sacramento Street and the Southern Pacific Railroad tracks) and authorized the City Manager and City Clerk to execute same.

Council was apprised that since 1982, the City has leased this property first to Baldwin Oldsmobile Buick, Inc. and then to Mataga Olds, Buick, Inc. As of July 1, 1987, the latter terminated the lease with appropriate notification to the City. Mataga Olds, Buick, Inc. has relocated to a parcel on Beckman Road. A portion of the building formerly occupied by Mataga is now being occupied by Mr. Richard J. Clark, DBA/Sam's Auto Clinic, and Mr. Clark wishes to lease the West Walnut Street area from the City. The staff has no problem with the continued lease of this property since it may be terminated by either party upon 30 days written notice.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

COUNCIL MEETING DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

September 2, 1987

SUBJECT:

APPROVE AGREEMENT FOR LEASE OF CITY PROPERTY (WEST WALNUT STREET, BETWEEN SACRAMENTO STREET AND SOUTHERN PACIFIC RAILROAD TRACKS) TO RICHARD J. CLARK

PREPARED BY: City Manager

RECOMMENDED ACTION: That the City Council approve an agreement between the City of Lodi and Mr. Richard J. Clark for the lease of City property (West Walnut Street, between Sacramento Street and the Southern Pacific Railroad tracks) and authorize the City Manager and City Clerk to execute same.

BACKGROUND INFORMATION: Since 1982, the City has leased this property to first Baldwin Oldsmobile Buick, Inc. and then Mataga Olds, Buick, Inc. As of July 1, 1987, the latter terminated the lease with appropriate notification to the City. Mataga Olds, Buick has relocated to a parcel on Beckman Road. A portion of the building formerly occupied by Mataga is now being occupied by Mr. Richard J. Clark, DBA/Sam's Auto Clinic, and Mr. Clark wishes to lease the W. Walnut Street area from the City. The area subject to the lease is depicted on the attached exhibit. Also attached (Exhibit A) is a copy of the lease agreement prepared by the City Attorney. The staff has no problem with the continued lease of this property since it may be terminated by either party upon 30 days written notice.

Respectfully submitted,



Thomas A. Peterson
City Manager

TAP:br

Attachments

CITY COUNCIL

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

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
TELECOPIER (209) 333-6795

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

September 2, 1987

Mr. Richard J. Clark
Owner/Manager
Sam's Auto Clinic
1028 Victor Road
Lodi, California 95240

Re: Use of Walnut Street Public Right-of-Way, Sacramento Street to the Southern Pacific Railroad for the Purpose of the Parking of Vehicles.

Dear Mr. Clark:

Your request on behalf of Sam's Auto Clinic (hereinafter called Lessee) for the use of the Walnut Street public right-of-way and Sacramento Street to the Southern Pacific Railroad within the City of Lodi for the purpose of the parking of vehicles, was submitted to the Lodi City Council at its regular meeting held September 2, 1987.

You are advised that your request was accepted by the City Council, subject to the conditions as set forth in this letter. Please sign and return all copies of this letter which will constitute your acceptance of the conditions set forth, as follows:

- (1) The City of Lodi agrees that Lessee may use the public right-of-way on Walnut Street and Sacramento Street to the Southern Pacific Railroad within the City of Lodi for the purpose of the parking of vehicles and as set forth in the map attached hereto as Exhibit A and incorporated herein by reference.
- (2) Said property use shall be on a month-to-month basis and may be terminated by either party upon 30 days' written notice. Said termination shall be without cause. If the City of Lodi terminates the use of said property, the City of Lodi shall be under no obligation to find any other location within the City of Lodi for the use by Sam's Auto Clinic for the parking of vehicles.
- (3) The rental fee for said use shall be \$50.00 monthly. The payment of this fee shall be made to the City of Lodi Finance Department.
- (4) All work within the public right-of-way shall require prior approval and shall require the issuance of a City of Lodi encroachment permit. Said approval shall be obtained from the Director of the Public Works Department of the City of Lodi.

- (5) Lessee shall maintain an existing fence along said property line. Said fence location shall remain as approved by the Community Development Department of the City of Lodi.
- (6) Lessee agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi 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 in the implementation of this contract. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. 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 bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, a description of the leased property that it is insuring. A duplicate or certificate of said insurance must be in the City's hands at the time of the execution of the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of Lessee.

Page Three
Agreement
Sam's Auto Clinic

IN WITNESS WHEREOF, the parties hereto have executed this Letter Agreement
the day and year first written above.

Sam's Auto Clinic

CITY OF LODI
a municipal corporation

By: _____

By: _____
THOMAS A. PETERSON
City Manager

Approved as to Form:

Attest:

ROALD M. STEIN
City Attorney

ALICE M. REIMCHE
City Clerk

agsams/txta.01vv

