

Page 23  
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CITY COUNCIL MEETING

SEPTEMBER 7, 1983

LEASE WITH LODI  
GRAPE FESTIVAL  
FOR USE OF  
STADIUM APPROVED

RES. NO. 83-102

A proposed Lease between the City of Lodi and the Lodi Grape Festival and National Wine Show for the Festival's use of the stadium was presented for Council's perusal and approval. Following discussion, on motion of Council Member Murphy, Reid second, Council adopted Resolution No. 83-102 approving the subject lease and authorizing the Mayor and City Clerk to execute the subject agreement on behalf of the City.

LEASE

THIS LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, by and between CITY OF LODI, a municipal  
corporation of the County of San Joaquin, State of  
California, Lessor, and LODI GRAPE FESTIVAL AND NATIONAL  
WINE SHOW, a corporation duly organized and existing  
under and by virtue of the laws of the State of  
California and having its principal place of business in  
the County of San Joaquin, State of California, Lessee.

WITNESSETH:

That for and in consideration of the rent to be paid and  
the covenants to be faithfully kept by Lessee as  
hereinafter reserved and contained, Lessor does hereby  
lease to Lessee the Lodi Stadium property, as shown on  
Exhibit "A", attached hereto and incorporated herein by  
reference, situated in Pioneer Park in said City of  
Lodi, together with all bleachers, dressing rooms, and  
structures used in connection therewith and any and all  
equipment used in connection therewith.

That certain contract dated January 7, 1948, by and  
between the parties hereto and concerning said property  
is hereby terminated.

The period for which said stadium, structures and  
equipment are so leased, are for such one of the weeks  
of the month of September of each year, as Lessee may  
select. The term of this lease shall be for a period of  
ten (10) years, with option for ten (10) additional

years, commencing September of the year 1983 and ending with September of the year 1992. This lease may be extended for ten (10) years, provided that the Lessee notifies the Lessor of his intention to exercise this option and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year 1983 and ending with September of the year 1992.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said weeks of the then ensuing year the Lessee desires for the use by Lessee of said stadium.

It is further understood and agreed that for any performances Lessee desires to conduct, Lessee shall pay to Lessor for the use of said stadium, equipment and personal property in connection therewith, the current rate for all electricity actually used each year during such respective use and/or in preparation therefor.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such performances as Lessee may conduct during said term, Lessee shall clean up the said Stadium by removing therefrom all debris which Lessee may have caused to be in or upon the said Stadium Property because of such performance.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program and retain all revenues derived from said use.

At other times, for special events, Lessee may be granted permission for use of Section 2 of Exhibit "A", after Lessee has requested use of the area through the Recreation and Parks Department. Lessee shall retain 75% of all revenues derived from any use of Section 2 of Exhibit "A" granted by this lease, on the first six uses per year, and 50% on all other uses, not including the use by Lessee of the property during the Grape Festival, wherein Lessee shall retain all revenue from Section 2, Exhibit "A". The remaining revenue from Section 2 of Exhibit "A" shall be retained by Lessor.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Stadium, structures or equipment during such time or times as it may use said Stadium, structures and equipment during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said leased premises or equipment without the written consent of the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof, Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, seat cushions, parking, broadcasting and concessions of like kind, shall, during all performances which may be held hereunder by the Lessee, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal and a payment to the City of \$0.35 (Thirty-Five Cents) per each paid gate admission that enters the Stadium, if an admission fee is charged. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this lease in duplicate the day and year herein first above written.

CITY OF LODI, a municipal corporation

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

DONNER

EXHIBIT "A"

LAWRENCE SCHOOL

CALAVERAS

EL DORADO

PIONE

SONORA

CALAVERAS

ST.

CALAVERAS

ST.

WASHINGTON

STOCKTON

LAWRENCE AVE.

"LODI STADIUM PROPERTY"

(2)

(1)

165'

725'

358'

276'

740'

390'

70'

APPROXIMATE  
DATE OF MAP

LAWRENCE SCHOOL  
DATE OF MAP

APPROXIMATE  
DATE OF MAP

APPROXIMATE  
DATE OF MAP

APPROXIMATE  
DATE OF MAP

L E A S E

THIS LEASE, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between CITY OF LODI, a Municipal Corporation of the Sixth Class of the County of San Joaquin, State of California, Lessor, and LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Joaquin, State of California, Lessee.

WITNESSETH:

That for and in consideration of the rent to be paid and the covenants to be faithfully kept by Lessee as hereinafter reserved and contained, Lessor does hereby lease to Lessee the Lodi Stadium Property, as shown on Exhibit "A", attached hereto and incorporated herein by reference, situated in Pioneer Park in said City of Lodi, together with all bleachers, dressing rooms, and structures used in connection therewith and any and all equipment used in connection therewith.

That certain contract dated January 7, 1948, by and between the parties hereto and concerning said property is hereby terminated.

The period for which said stadium, structures and equipment are so leased, are for such one of the weeks of the month of September of each year, as Lessee may select. The term of this lease shall be for a period of ten (10) years, with option for ten (10) additional years, commencing September of the year \_\_\_\_\_ and ending with September of the year \_\_\_\_\_. Lessee covenants and agrees to pay as rent for said premises the sum of ONE DOLLAR (\$1.00) per year. This lease may be extended for ten (10) years, provided that the Lessee notifies the Lessor of his intention to exercise this option and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year \_\_\_\_\_ and ending with September of the year \_\_\_\_\_.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said weeks of the then ensuing year the Lessee desires for the use by Lessee of said stadium.

It is further understood and agreed that for any performances Lessee desires to conduct, Lessee shall pay to Lessor for the use of said stadium, equipment and personal property in connection therewith, the current rate for all electricity actually used each year during such respective use and/or in preparation therefor.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such performances as Lessee may conduct during said term, Lessee shall clean up the said Stadium by removing therefrom all debris which Lessee may have caused to be in or upon the said Stadium Property because of such performance.

Lessor agrees to furnish to the Lessee the use of said Stadium Property, for a week in September as Lessee may so select during said term of this lease; and further, Lessor agrees to furnish adequate lights and the necessary electricity to keep the said Stadium Property in good order and condition for the use of Lessee during such performances as Lessee may schedule.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program. At other times for special events, Lessee may be granted permission for use of said property, after Lessee has requested use of the area through the Recreation and Parks Department. Lessee shall retain all revenues derived from any use granted by this lease.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Stadium, structures or equipment

during such time or times as it may use said Stadium, structures and equipment during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said leased premises or equipment without the written consent of the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof, Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, seat cushions, parking, broadcasting and concessions of like kind, shall, during all performances which may be held hereunder by the Lessee, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The Lessor shall improve the property described on Exhibit "B" by adding fencing, drainage, lighting, and ~~also improve parking area, which is to be graded and oiled until such time that usage, and finances being available, it could be paved either in whole or on a piece meal basis. Grading and oiling of parking area to be completed no later than April 15, 1984. Remainder of said improvements~~ to be completed on or before June 30, 1984. Lessor shall assume full responsibility for the construction of said improvements. Lessee shall, in consideration therefor contribute TWENTY THOUSAND DOLLARS (\$20,000.00) toward said improvements, payable to Lessor upon completion of the above mentioned fencing, lighting, drainage, grading and <sup>(lights)</sup> ~~oiling, with the understanding that paving of the parking area (Exhibit "B") be initiated as soon as possible and completed on or before June 30, 1988.~~

Lessee shall be entitled to use the property described on Exhibit "A" & "B" and the improvements thereon from time to time, other than Festival week, by mutual agreement with the City of Lodi through their Parks and Recreation Department throughout the year and the term of this contract and retain all revenue derived from said use.

Rental would include lights, clean up, garbage removal and payment to the City of .35 (Thirty-Five Cents) per each paid gate admission that enters the Stadium. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be born by the lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this lease in duplicate the day and year herein first above written.

CITY OF LODI,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

LODI GRAPE FESTIVAL AND NATIONAL WINE  
SHOW, INC.

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

EXHIBIT 'A'

DONNER

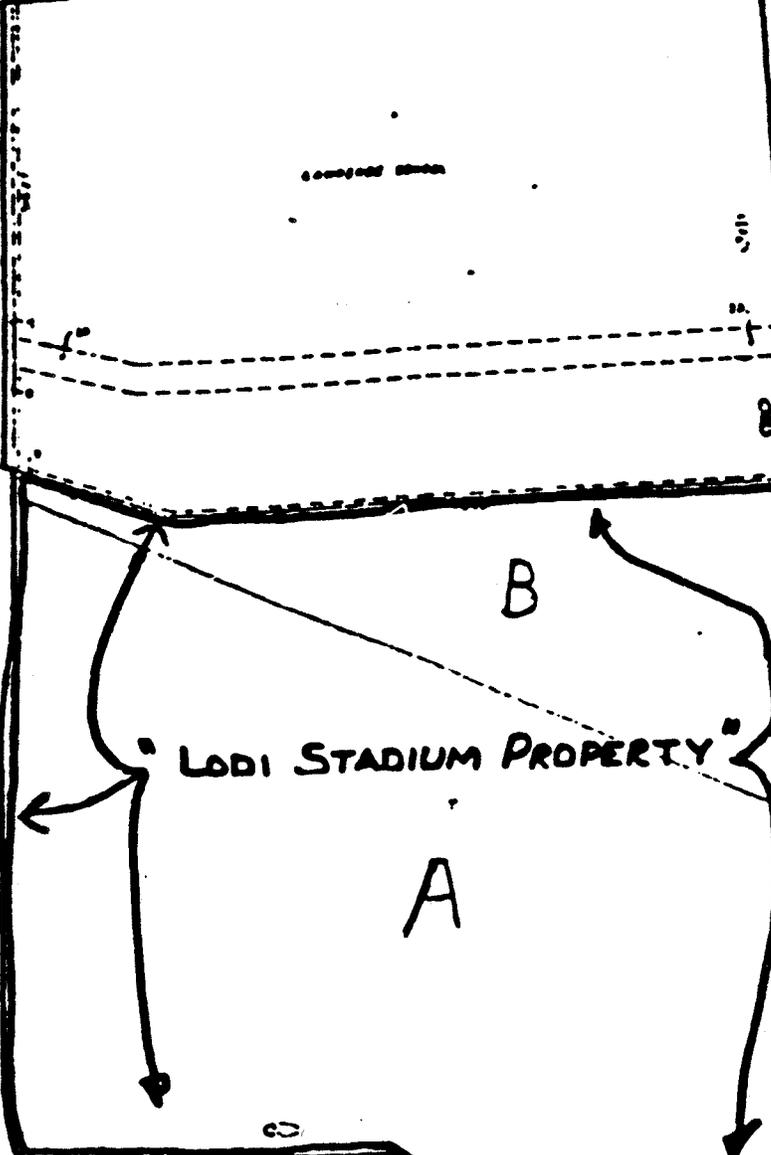
CALAVERAS

EL DORADO

PIC

SONO

CALAVERAS



LODI STADIUM PROPERTY

B

A

LAWRENCE AVE.

LAWRENCE AVE.

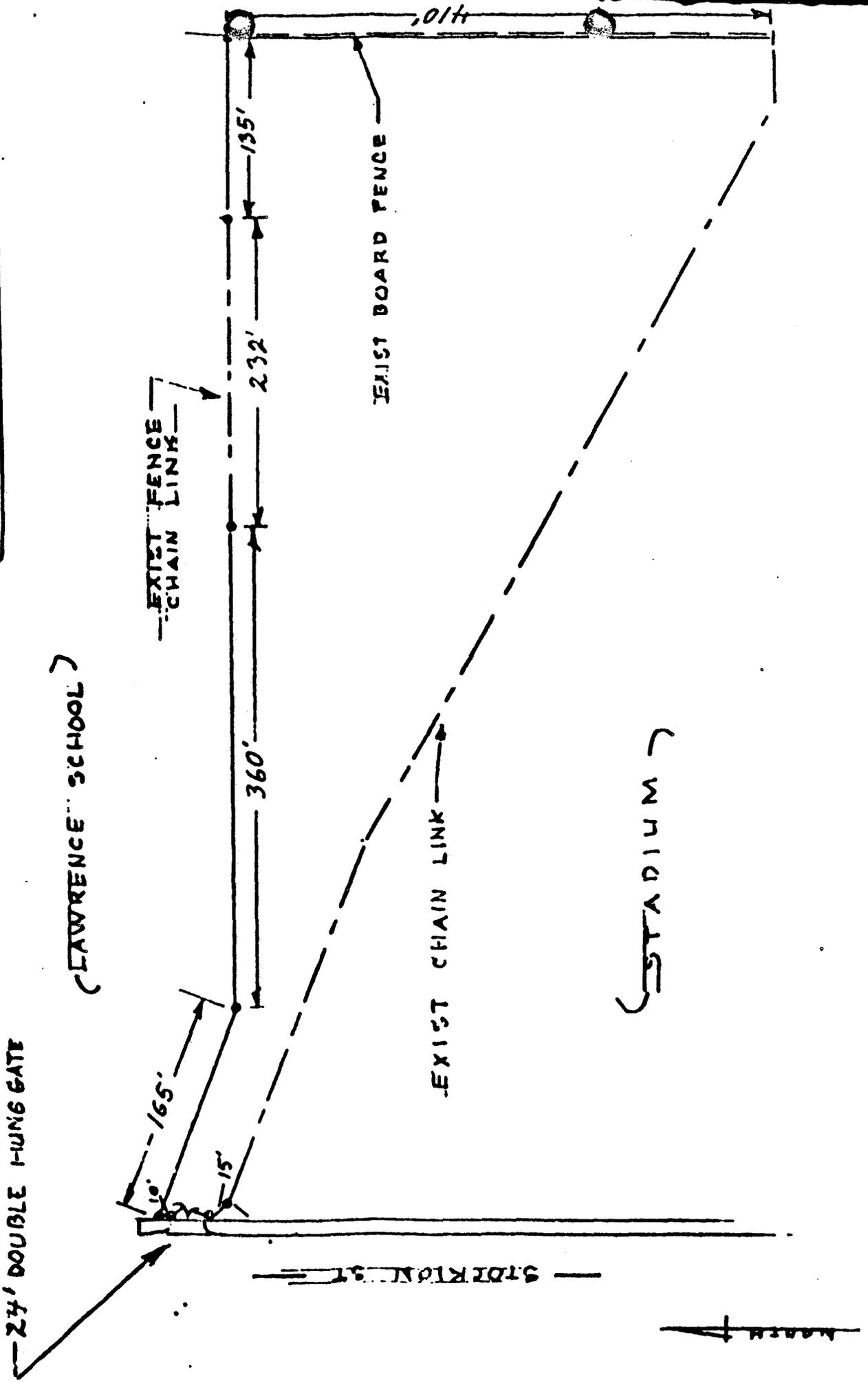
ST.

ASHINGTON

TOCKTON

CALAVERAS ST.

# EXHIBIT A



STREET 1100'

At other times, for special events, Lessee may be granted permission for use of said property, after Lessee has requested use of the area through the Recreation and Parks Department. Lessee shall retain all revenues derived from any use granted by this lease, on the first six uses per year, not including the use by Lessee of the property during the Grape Festival. Such use by Lessee of said property shall result in a division of revenue on a basis of the Lessee receiving \_\_\_\_\_% revenue of said premises. Lessor shall receive \_\_\_\_\_% of revenue from said premises.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program and retain all revenues derived from said use. At other times, for special events, Lessee may be granted permission for use of said property, after Lessee has requested use of the area through the Recreation and Parks Department. Lessee shall retain all revenues derived from any use granted by this provision.

LEASE

THIS LEASE, entered into this 15 day of June 1983, by and between CITY OF LODI, a municipal corporation of the County of San Joaquin, State of California, Lessor, and LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Joaquin, State of California, Lessee.

WITNESSETH:

That for and in consideration of the rent to be paid and the covenants to be faithfully kept by Lessee as hereinafter reserved and contained, Lessor does hereby lease to Lessee the Lodi Stadium property, as shown on Exhibit "A", attached hereto and incorporated herein by reference, situated in Pioneer Park in said City of Lodi, together with all bleachers, dressing rooms, and structures used in connection therewith and any and all equipment used in connection therewith.

That certain contract dated January 7, 1948, by and between the parties hereto and concerning said property is hereby terminated.

The period for which said stadium, structures and equipment are so leased, are for such one of the weeks of the month of September of each year, as Lessee may select. The term of this lease shall be for a period of ten (10) years, with option for ten (10) additional

years, commencing September of the year 1983 and ending with September of the year 1992. This lease may be extended for ten (10) years, provided that the Lessee notifies the Lessor of his intention to exercise this option and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year 1983 and ending with September of the year 1992.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said weeks of the then ensuing year the Lessee desires for the use by Lessee of said stadium.

It is further understood and agreed that for any performances Lessee desires to conduct, Lessee shall pay to Lessor for the use of said stadium, equipment and personal property in connection therewith, the current rate for all electricity actually used each year during such respective use and/or in preparation therefor.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such performances as Lessee may conduct during said term, Lessee shall clean up the said Stadium by removing therefrom all debris which Lessee may have caused to be in or upon the said Stadium Property because of such performance.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program.

Lessee agrees that <sup>it will not</sup> it will not commit nor suffer to be committed any waste or damage to or upon said Stadium, structures or equipment during such time or times as it may use said Stadium, structures and equipment during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said

leased premises or equipment without the written consent of the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof, Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, seat cushions, parking, broadcasting and concessions of like kind, shall, during all performances which may be held hereunder by the Lessee, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal and a payment to the City of \$0.35 (Thirty-Five Cents) per each paid gate admission that enters the Stadium, if an admission fee is charged. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this lease in duplicate the day and year herein first above written.

CITY OF LODI, a municipal corporation

By \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

LODI GRAPE FESTIVAL AND  
NATIONAL WINE SHOW, INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

ccfc  
cc 30

CITY COUNCIL MEETING

SEPTEMBER 7, 1983

CITY CLERK

City Clerk Reimche apprised the Council that a letter had been received from R. L. Kautz and Company, the City's Contract Administrator recommending that the City deny the following Claims and refer them back to the City's Contract Administrator:

CLAIMS

- a) Frank Preice DOL 4/18/83
- b) Mary Ellen Hayes DOL 9/4/82

On motion of Mayor Pro Tempore Snider, Reid second, Council denied the aforementioned claims and referred them back to the City's Contract Administrator.

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**R. L. KAUTZ & CO.**  
INSURANCE MANAGEMENT  
NO. 8 UNION SQUARE BLVD. • (415) 487-4940  
UNION CITY, CALIFORNIA 94587

RECEIVED

1983 AUG 18 AM 8 56

ALICE M. REIMCHE  
CITY CLERK  
CITY OF LODI  
August 16, 1983

Mr. Ronald Stein  
City Attorney  
CITY OF LODI  
221 West Pine Street  
Lodi, CA 95240

RE: Frank Preice vs. City of Lodi  
Date of Loss: 4/18/83

Dear Ron:

Although the claimant's allegations in his claim against the City are somewhat ambiguous, it appears as though he is contending his arrest was unlawful and as a result he suffered physical and emotional damages.

I called the claimant on 8/12/83 in order to attempt to ascertain more clearly what his version is of what happened, but he refused to speak with me. He indicated he had retained an attorney to represent him and when asked for the name of the attorney, he told me he could not tell me this either. Therefore, our recommendation in this case is going to have to be based upon the police officer's account.

#### FACTS

On the above date, Officer Harbin observed the claimant's vehicle accelerating at a high rate of speed and "smoking" his rear tires. Officer Harbin instituted a traffic stop and when he confronted the claimant, he noted a very heavy odor of alcohol on his breath. A field sobriety test was taken which the claimant failed and Officer Harbin then made the decision to arrest the claimant for driving under the influence of alcohol. The claimant was then transported to Lodi City Jail where a blood test was performed showing a result of a blood alcohol level of 0.20 (twice the presumed level of intoxication in California).

#### DAMAGES

The claimant does not specify in his claim what his purported injuries are but does seek general and punitive damages totaling \$1,565,000.00 plus.



**R. L. KAUTZ & CO.**

**INSURANCE MANAGEMENT**

**NO. 8 UNION SQUARE BLVD. • (415) 487-4940**

**UNION CITY, CALIFORNIA 94587**

August 16, 1983

Page 2

Mr. Ronald Stein  
RE: Frank Preice vs. City of Lodi

LIABILITY

Based upon what information we currently have, we view this as a case of absolutely no liability against the City of Lodi.

It is readily apparent that Officer Harbin had probable cause to stop the claimant when he observed him burning rubber and it is also apparent that based upon the claimant's blood alcohol level of 0.20 he was, in fact, under the influence of alcohol. Lastly, there appears to be no real force necessary in arresting the claimant and therefore we do not feel any allegation of excessive force could be supportable unless the claimant has proof. The only comment contained in the arrest report is that apparently the claimant had had prior surgery on his wrist and that the handcuffs did create some discomfort. This, however, we feel to be by no means excessive force.

RECOMMENDATIONS

We would therefore recommend to your City Council that Mr. Preice's claim be denied at the earliest possible date.

Very truly yours,

A handwritten signature in cursive script that reads "Bill Benson".

Bill Benson  
Liability Claims Supervisor

SB/1J

cc: Ms. Alice Reinche

R K L

R. L. KAUTZ & CO.  
INSURANCE MANAGEMENT  
NO. 8 UNION SQUARE BLVD. • (415) 487-4940  
UNION CITY, CALIFORNIA 94587

RECEIVED

1983 AUG 19 AM 8 45

ALICE M. REIMCHE  
CITY CLERK  
CITY OF LODI

August 17, 1983

Mr. Ronald Stein  
City Attorney  
CITY OF LODI  
P.O. Box 320  
Lodi, CA 95240

RE: Mary Ellen Hayes vs. City of Lodi  
Date of Loss: 9/4/82

Dear Ron:

As you are aware, Mrs. Hayes had earlier filed a claim on behalf of her daughter, Mary Ellen Hayes, but this claim was rejected as premature in accordance with Section 945.3 of the California Government Code (it should be noted there have been some recent legislative changes to this Government Code Section).

Mrs. Hayes has now once again filed a claim on behalf of her daughter for the incident which occurred on 9/4/82 and since this incident has already been investigated, we would like to waste little time in submitting this letter, recommending Mrs. Hayes' claim be denied at the earliest possible date. We would further recommend that Mrs. Hayes be fully made aware of the City's intent to cover costs of defense should her claim be judicially determined to be without merit or frivolous.

Before going further, we should note that Mary Ellen Hayes was adjudicated to have been guilty of resisting arrest.

#### FACTS

In order to avoid repetition and to provide you with the full benefit of our outside adjuster's investigation, I am enclosing a copy of Mr. Layton's letters dated 2/13/83 and 4/8/83.

#### DAMAGES

The claimant's mother submitted a claim for medical and legal expenses totaling in excess of \$1,300.00.

R  
K  
L

**R. L. KAUTZ & CO.**

INSURANCE MANAGEMENT  
NO. 8 UNION SQUARE BLVD. • (415) 487-4940  
UNION CITY, CALIFORNIA 94587

August 17, 1983  
Page 2

Mr. Ronald Stein  
RE: Mary Ellen Hayes vs. City of Lodi

LIABILITY

Based upon the results of the investigation conducted into this matter, we evaluate this case to be one of absolutely no liability against the City of Lodi or its police department.

RECOMMENDATIONS

We would strongly recommend that this claim be denied at the earliest possible date.

Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Very truly yours,

*Bill Benson*

Bill Benson  
Liability Claims Supervisor

BB/wd

cc: Ms. Alice Reimche