

Continued November 18, 1987

CITY COUNCIL MEETING
NOVEMBER 18, 1987

AGREEMENT BETWEEN
CITY OF LODI AND
BIG VALLEY MODEL
RAILROADERS FOR
THE USE OF A
PORTION OF THE
CARNEGIE LIBRARY
BUILDING APPROVED

CC-90

Council approved an agreement between the City of Lodi and the Big Valley Model Railroaders for the use of a portion of the Carnegie Library Building and authorized the City Manager and City Clerk to execute the subject agreement on behalf of the City. This renewal lease agreement is basically under the same terms as the original lease agreement. The City has not increased the rent, not added any additional provisions; however, the City's current insurance requirements are spelled out more explicitly. The renewal agreement indicates a term of four years, unless terminated by either party without cause upon thirty days written notice.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE:
November 18, 1987

NO.

SUBJECT:

Approve Agreement Between City of Lodi and Big Valley Model Railroaders for
~~the Use of a Portion of the Carnegie Library Building~~

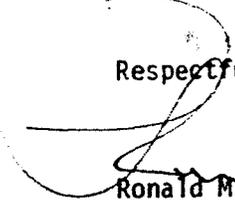
PREPARED BY: City Attorney

RECOMMENDED ACTION: Approve the agreement between the City of Lodi and Big Valley Model Railroaders for the use of a portion of the Carnegie Library Building to carry on a program of building and operating a scale model railroad.

BACKGROUND INFORMATION: Attached hereto is a copy of the proposed renewal agreement described above. The original agreement was entered into October 1, 1981 for a one-year period. At the conclusion of the one-year term, since the remodeling of the City facilities was being considered, the lease continued on a month-to-month basis.

The renewal lease agreement attached hereto is basically under the same terms as the original lease agreement. We have not increased the rent, nor have we added any additional provisions. However, we have spelled out more explicitly, our current insurance requirements, and have indicated a term of four years, unless terminated by either party without cause upon thirty days written notice.

Respectfully submitted,



Ronald M. Stein
City Attorney

RMS:vc

CCCMODEL.RR/TXTA.01V

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 19__, by and between BIG VALLEY MODEL RAILROADERS, hereinafter called Lessee, and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called Lessor.

WITNESSETH:

WHEREAS, City owns the premises commonly known as Carnegie Library and located at 304 West Pine Street, Lodi, California; and

WHEREAS, Lessee desires to use the premises to carry on a program of building and operating 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 basement "Center Room" of of the premises commonly known as Carnegie Library, owned by the City of Lodi. The use of said premises by Lessee is for the purpose of carrying on a program of building and operating a model railroad.

2. The term of this Agreement shall be for a period of four years commencing November 1, 1987 and ending at midnight on October 31, 1991, unless terminated by either party without cause upon thirty days written notice.

3. City assumes no responsibility by this Agreement or otherwise, upon termination of this Agreement pursuant to paragraph 2 hereof or otherwise, to provide or find another facility for Lessee.

4. Neither City nor Lessee is under any obligation to re-lease upon termination of this Agreement pursuant to paragraph 2 hereof or otherwise.

5. Upon termination of this lease, Lessee shall be responsible to remove all equipment and/or other material which they have placed in and upon the premises.

6. Lessee agrees to pay City a monthly rental of \$75.00 per month, as of the first day of each month, commencing January 1, 1988. Lessee has heretofore paid Lessor for the months of October, November and December 1987.

7. Utilities are included in the agreed-upon monthly rental rate.

8. Lessee agrees to accept said premises in an "AS IS" condition.

9. 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 Agreement. The minimum limits of such insurance shall be \$50,000 Bodily Injury and \$500,000 Property Damage. 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 identify on its face or as an endorsement, what 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.

10. 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 WHEREOF, the parties hereto have hereunder set their hands the date and year first above written.

CITY OF LODI, a municipal corporation

BIG VALLEY MODEL RAILROADERS
LESSEE

THOMAS A. PETERSON
City Manager

By

Title

ATTEST:

ALICE M. REIMCHE
City Clerk

Approved As To Form:

RONALD M. STEIN
City Attorney

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