

RESOLUTION NO. 90-193

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL PASO DE ROBLES APPROVING A LEASE  
AGREEMENT FOR USE OF THE MUNICIPAL POOL  
WITH THE PASO ROBLES SWIM CLUB, INC.**

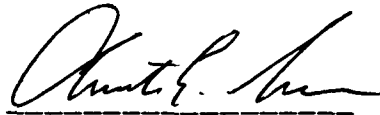
WHEREAS, the Paso Robles Swim Club, Inc. has leased the municipal pool for the months of September to January on a year to year lease basis and is desireous renewing the lease agreement for the current fiscal year; and

WHEREAS, the City of El Paso de Robles is desireous of continuing the lease with similiar terms as in the past.


THEREFORE, BE IT HEREBY RESOLVED that the lease agreement attached herewith is approved and the City Manager and Mayor are authorized to execute said lease agreement on behalf of the City of El Paso de Robles.

PASSED AND ADOPTED this 6th day of November, 1990 by the City Council of the City of El Paso de Robles by the the following vote:

AYES:           Russell, Reneau, Picanco, Martin and Iversen  
NOES:           None  
ABSENT:        None



Christian E. Iversen, Mayor



Jerry Bankston, City Clerk

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LEASE

THIS LEASE is made and entered into this 1st day of September 1990, by and between CITY OF PASO ROBLES, a Municipal Corporation, hereinafter referred to as LESSOR, and PASO ROBLES SWIM CLUB, INC. hereinafter referred to as LESSEE.

W I T N E S S E T H:

Leased Premises : LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR that certain property consisting of the municipal pool, excluding the therapy pool, excluding access to the therapy pool; it being the intent of the parties that the municipal pool is leased to LESSEE, but that LESSOR reserves the existing facilities to the extent necessary to continue full use of the therapy pool. The leased premises are hereinafter referred to as "leased premises", situated in the City of Paso Robles, County of San Luis Obispo, located at 28th and Oak Streets, Paso Robles, California.

The leased premises are to be used for the purpose of conducting swim activities, including swim team workouts and swim meets and other swimming activities sanctioned by the Director of Community Services.

1. LESSOR and LESSEE shall each have the right to cancel this Lease at any time upon giving the other party (30) days' prior written notice at the address designated in paragraph 15 or alternately in person.
2. LESSEE covenants and agrees to pay the rent herein provided, use the premises for the purpose herein stated and to surrender the leased premises upon expiration of the term in as good condition as they now are, reasonable wear and tear expected.
3. The agreed lease term shall be from September 1, 1990 thru January 31, 1991. The LESSEE, shall, during the term thereof, pay 75% of all chemical costs, 75% of P.G. & E. costs, 75% of all Southern California Gas Company Costs, 50% of telephone equipment and service costs plus LESSEE'S excess phone charges, and 69% of water and sewer costs, which are incurred for the municipal pools. LESSEE shall also pay \$1,212.88 per month for maintenance personnel and shall also pay daily maintenance supplies and other direct costs for operating the pool during this contract period.
4. The LESSEE agrees to cover the costs identified in Paragraph No. 3 by paying \$4,956.00 per month for the term of this agreement. Payment shall be due and payable on the 1st day of each month, the first payment being due on September 1, 1990 and continuing throughout the term of this lease.

5. LESSOR shall reconcile any difference between costs and payments made by LESSEE, with the understanding that if the sums of expenses listed in Paragraph No. 3 above exceed the cumulated amounts paid by the LESSEE, LESSEE will pay LESSOR the difference within a reasonable time; but, if the sum of expenses listed in Paragraph No. 3 are less than the amount paid by the LESSEE, LESSOR will refund the balance to LESSEE.

6. The parties agree that all revenue generated solely by LESSEE for use of the pool during the lease term will remain the property of the LESSEE.

7. LESSOR shall continue to operate W.S.I. and lifesaving classes and shall use the municipal pool for such purposes and all revenue so generated is the property of the LESSOR. LESSOR shall inform and work with LESSEE in setting schedules for W.S.I. and lifesaving class activities. To the extent the municipal pool is not used by the LESSEE, the municipal pool may be used by LESSOR provided that its use shall not conflict with LESSEE'S use, and provided that a reasonable pool use fee will be paid to the LESSEE by the LESSOR. Such fees may be waived for charitable purposes without LESSOR'S prior written consent.

8. LESSEE agrees that any improvements which become a permanent part of the property installed by LESSEE shall remain part of the property. Further, LESSEE agrees not to install permanent improvements without LESSOR'S prior written consent.

9. LESSEE will keep the office and storerooms clean. LESSEE will be responsible for routine clean-up of the premises, inside and out.

10. LESSEE shall maintain adequate public liability insurance and fire insurance coverage on LESSEE'S fixtures and stock in trade. Public liability insurance shall be maintained in an amount not less than \$1,000,000.00 for loss from any one accident resulting in bodily injury or death. LESSEE agrees to endorse LESSOR as an "additional named insured" under the terms of such policy. LESSEE agrees to provide LESSOR with a certificate or certificates of insurance showing that such insurance exists and meets the terms of this paragraph. The certificate shall provide for not less than thirty days written notice of cancellation to LESSOR. If LESSEE fails to provide such certificate of insurance, LESSOR shall have the right to purchase liability insurance and apply such costs to LESSEE'S rental.

11. LESSEE shall not assign, mortgage, or hypothecate this lease, in whole or part, not sublet all or any portion of the leased premises, without the prior written consent of LESSOR first had and obtained; and consent shall not be unreasonably withheld by LESSOR.

12. LESSOR shall have the right to enter on and inspect the premises at reasonable times during business hours while LESSEE is present.

13. In the event a dispute arises with respect to this agreement, the prevailing party shall be entitled to reasonable attorney's fees as awarded by the Court.

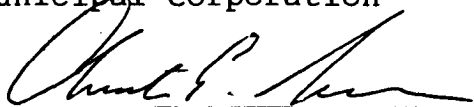
14. This lease shall be binding upon the parties hereto, and their heirs and successors, however, this paragraph shall not be construed as authorizing any transfer or subleasing of the property.


15. All notices required under this lease shall be deemed delivered upon personal delivery or deposit, postage prepaid, in the United States mail addressed as follows:

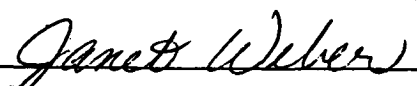

LESSOR: CITY OF PASO ROBLES  
P.O. Box 307  
Paso Robles, California  
93447-0307

LESSEE: PASO ROBLES SWIM CLUB, INC.  
P.O. Box 1933  
Paso Robles, California  
93447-1933

Executed as of the day and year first above written.

LESSOR: CITY OF EL PASO DE ROBLES  
A Municipal Corporation  
By:   
Chris Iversen, Mayor

ATTEST:  
  
Jerry Bankston, City Clerk

LESSEE: PASO ROBLES SWIM CLUB, INC.  
 , President  
 , Treasurer