

DEPARTMENT: Administration BY: John W. McCamman PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No x)
Public Works Department, Parks and Recreation, recommends that the Board of Supervisors adopt this Resolution:

1. Approving a twelve month lease of the Mariposa Masonic Lodge beginning July 2, 1991 and terminating June 30, 1992;
2. Directing County Counsel to draft a lease agreement; and
3. Authorizing Chairman to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County of Mariposa has leased the Masonic Hall under several leases since June 1980. The cost of the lease and utilities is approximately \$11,200. Although the Senior Nutrition program will be moving and no longer sharing the major cost, it is recommended that the lease be renewed. The hall is presently used by County offices and will be further needed this Summer to accomodate Board hearings, to be an alternative courtroom and board room during the courthouse remodel, and as a backup for the senior center transition.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Approve the lease.
2. Do not approve the lease. Another facility may be found and leased for the anticipated needs of the Board and Court.

COSTS: () Not Applicable
 A. Budgeted current FY \$ -0-
 B. Total anticipated costs \$ 11,200
 C. Required Add'l funding \$ _____
 D. Source: Budgeted FY 91-92 from
General Fund Monies

SPECIAL INSTRUCTIONS:
 List the attachments and number the pages consecutively:

SOURCE: () 4/5ths Vote Required
 A. Internal transfers \$ _____
 B. Unanticipated revenues \$ _____
 C. Reserve for contingency \$ _____
 D. Description: _____
 Balance in Reserve for Contingencies, if approved: \$ _____

CLERK'S USE ONLY:
 Res. No.: 91-230
 Ord. No.: _____
 Vote - Ayes: 3 Noes: Punto; Paber
 Absent: _____ Abstained: _____
 Approved () Denied
 () Minute Order Attached

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
 This item on agenda as:
 Recommended
 Not Recommended
 For Policy Determination
 Submitted with Comment
 Returned for Further Action

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
 ATTEST: MARGIE WILLIAMS
 Clerk of the Board of Supervisors
 County of Mariposa, State of CA
 By: _____
 Deputy

Comment: _____

 A.O. Initials: JWM
by mw

LEASE

BY THIS LEASE, entered into on the date or dates last below written, by and between Mariposa Lodge No. 24 F&AM Temple Association, a Corporation, hereinafter called "LESSOR", and the County of Mariposa, a political subdivision of the State of California, hereinafter called "LESSEE", LESSOR lets and demises to LESSEE and LESSEE hires from LESSOR, that certain area of the Masonic Hall more specifically described as the lower floor of Masonic Hall on the north side of Sixth Street between Charles Street and Bullion Street in the town of Mariposa, County of Mariposa, State of California, hereinafter referred to as "PREMISES", for a term of one (1) year commencing on the first day of July, 1991 and continuing through the 30th day of June, 1992, at SIX HUNDRED DOLLARS (\$600.00) per month for a total rental of SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).

Further, it is mutually agreed between the PARTIES hereto as follows:

1. The PREMISES are to be used by LESSEE as a banquet hall or a social meeting hall, and LESSEE shall not use or permit the use of, the PREMISES, or any part thereof, for any other purpose or purposes, without the written consent of the LESSOR.
2. LESSOR reserves the right to use the PREMISES as a banquet hall or social meeting hall each and all Saturdays during the term of the LEASE, and on certain Sundays to be specified by thirty (30) days advance notice to the LESSEE. Special use of the PREMISES by either PARTY may be permitted by a mutual agreement of the PARTIES.
3. LESSEE shall have exclusive use of the 6' x 12', more or less, office space at the Southwest corner of the said PREMISES.
4. LESSEE agrees to pay utility bills for PREMISES.
5. LESSEE agrees to provide janitorial and clean-up services upon the PREMISES after each use by LESSEE, and LESSOR agrees to provide clean-up services after any use attributable to the LESSOR.
6. All notices to be given to LESSEE may be given in writing personally or deposited in the U. S. Mail, postage prepaid, and addressed to LESSEE c/o the Clerk of the Board of Supervisors, P. O. Box 784, Mariposa, California 95338.
7. It is mutually agreed by the PARTIES hereto that:
 - a. Alcoholic beverages shall be prohibited and not allowed upon the PREMISES, and

b. Gambling shall be prohibited and not allowed upon the PREMISES.


8. If LESSEE holds possession of PREMISES after the term of this LEASE, LESSEE shall become a Tenant from month-to-month under the provisions herein provided, and such tenancy shall continue until terminated by LESSOR, or until LESSEE shall have given to LESSOR a written notice, at least thirty (30) days prior to the intended date of termination, of intent to terminate such tenancy.

9. LESSOR grants LESSEE an option to renew this LEASE for a period of one (1) year after the expiration of its original term on the same terms as this LEASE. LESSEE shall give LESSOR written notice of his intention to renew at least thirty (30) days prior to the expiration of this LEASE.

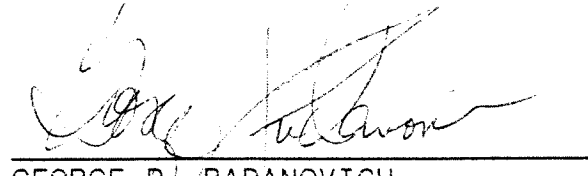
10. LESSOR grants LESSEE an option to renew this LEASE for a period of one (1) year thereafter, on the same terms as the said LEASE, except that the rental will be for future determination. LESSEE shall give LESSOR written notice of its intention to renew at least thirty (30) days prior to the expiration of said LEASE.

MARIPOSA LODGE No. 24 F&AM
TEMPLE ASSOCIATION:

COUNTY OF MARIPOSA,
BOARD OF SUPERVISORS:



JACKSON W. MORSE
President

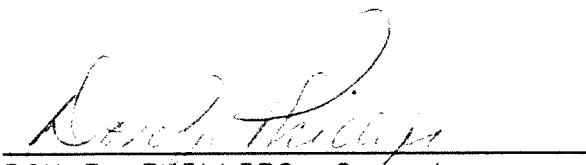


GEORGE P. RADANOVICH
Chairman

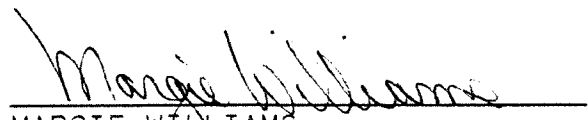
Date: 11-7-91

Date: 6-10-91

ATTEST:




DON Z. PHILLIPS, Secretary



MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JEFFREY G. GREEN
County Counsel