

1 RIVERSIDE MUNICIPAL AIRPORT TERMINAL BUILDING LEASE

2 (D & D Airport Cafe)

3
4 On this 3rd day of August , 2011, the CITY OF RIVERSIDE, a municipal
5 corporation of the State of California ("City"), and DAVID PENNINGTON and DELMY
6 PENNINGTON doing business as D & D AIRPORT CAFE ("Lessee"), mutually agree as
7 follows:
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9 1. LEASED SPACE IN TERMINAL BUILDING. In consideration of the payment of
10 the rental herein provided and the performance of the terms, conditions and covenants herein
11 contained, City hereby exclusively leases to Lessee solely for use as a restaurant the
12 approximately 2,500 square feet of space located on the westerly end of the first floor of the
13 Terminal Building of the Riverside Municipal Airport, Riverside, California, ("Restaurant Area")
14 and the adjacent patio area ("Patio") consisting of approximately 720 square feet located along
15 the northerly outer wall of said Terminal Building, all as designated on Exhibit A, attached
16 hereto and incorporated herein by this reference. The Restaurant Area and the Patio are
17 hereinafter collectively referred to as the "Premises".

18 2. USE; OPERATION. Lessee shall use the Restaurant Area only for the operation of a
19 restaurant which serves breakfast, lunch and dinner. The Patio shall only be used in conjunction
20 with the restaurant located on the Restaurant Area, and Lessee shall provide and maintain in the
21 Patio at least four round tables, which tables shall each have a large center umbrella and base
22 together with four chairs. Lessee shall open the restaurant for business by 6:00 a.m. and close
23 by 9:00 p.m. daily, excepting such holidays or other temporary modifications as to the operating
24 hours as may be agreed to in writing by the Airport Director of City at least thirty (30) days in
25 advance. Lessee shall maintain and operate the restaurant in compliance with all applicable
26 state, county and local health regulations. All food, beverages, confections and other items sold
27 or kept for sale on the Premises shall be of high quality, wholesome and pure, and must conform
28 in all respects to federal, state and municipal food laws, ordinances and regulations. Lessee shall

1 maintain continuously a restaurant license and shall maintain said restaurant to the standards as
2 set forth by the Riverside County Health Services Agency or any successor agency.

3 3. EXCLUSIVE RIGHT. Lessee shall have the exclusive right to operate a restaurant
4 within the boundaries of the Riverside Municipal Airport as shown on the map attached hereto as
5 Exhibit B and incorporated herein by this reference ("Airport"). Lessee agrees and
6 acknowledges that the exclusive right to operate a restaurant at the Airport shall not prohibit the
7 vending machines dispensing food and/or beverages installed in the Airport Terminal Building as
8 of June 15, 1995, or the installation and use of the vending machines dispensing food and/or
9 beverages provided by Fixed Base Operators at the Airport as part of a pilots' lounge; and it shall
10 not prohibit food services provided to employees, but not the public, by any other lessee or
11 operator at the Airport. In addition, Lessee agrees and acknowledges that the exclusive right to
12 operate a restaurant shall not exclude vendors participating in publicly sponsored events at the
13 Airport from selling food and beverages. City agrees and acknowledges that the exclusive right
14 to operate a restaurant by Lessee does exclude catering trucks from selling food or beverages at
15 the Airport, and such catering trucks shall not be permitted by City to operate at the Airport.

17 4. PUBLIC SPACE IN TERMINAL BUILDING. City licenses Lessee, and the
18 employees and invitees of Lessee to use in common with others and solely in connection with
19 Lessee's use of the Premises, all public spaces and facilities in and adjacent to the Terminal
20 Building not exclusively assigned to other users.

21 5. PUBLIC PARKING SPACES. City licenses Lessee, and the employees and invitees
22 of Lessee, to use the vehicular parking spaces located within the public parking area designated
23 for Terminal Building use.

24 6. RIGHT OF ACCESS. City shall permit full and unrestricted access by Lessee, and
25 the employees and invitees of Lessee, without charge, to and from the Terminal Building and the
26 premises and facilities referred to above for all purposes contemplated by this Lease; provided,
27 however, no right of access shall be provided to the Restaurant Area through the Terminal
28 Building lobby between the hours of 6:00 p.m. and 7:00 a.m. of the next day and provided

1 further that the hours of access through the Terminal Building lobby may be modified from time
2 to time by City's Airport Director upon written notice to Lessee. During the required hours of
3 operation of the restaurant by Lessee on the Restaurant Area as set forth in Paragraph 2 and
4 when access is not permitted through the Terminal Building lobby, access to the Restaurant Area
5 shall only be through the common area door located in the front of the west wing of the Terminal
6 Building immediately adjacent to the Restaurant Area and the door in the Patio, which doors are
7 shown on Exhibit A, and not through the lobby.
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9 7. TERM. The term of this Lease shall commence on August 1, 2011 and shall terminate
10 on July 31, 2016 ("Initial Term"), unless sooner terminated pursuant to the provisions herein.

11 8. OPTIONS TO EXTEND. City hereby grants to Lessee an option to extend this Lease
12 for an additional period of five (5) years following the expiration of the Initial Term as provided
13 in Paragraph 7 above, and an option to extend for a second period of five (5) years following the
14 expiration of the first five year extension period if the first option is exercised. Any extension to
15 this Lease shall be on the same terms and conditions contained herein, provided, however, the
16 rental payments shall be subject to negotiation by the parties hereto as hereinafter set forth.

17 If Lessee desires to exercise this option for the first additional five (5) year period, Lessee
18 must notify City in writing of such intent no later than one hundred twenty (120) days prior to
19 the expiration of the Initial Term of five years. As soon as possible following receipt of the
20 notice to exercise the option to extend, City and Lessee shall from time to time meet as necessary
21 and negotiate in good faith the minimum monthly rental for the Premises, provided, however, if
22 agreement as to such rental payment for the extension period is not reached by the parties sixty
23 (60) days prior to the expiration of the Initial Term, the minimum monthly rental amount shall be
24 as reasonably determined by City and written notice thereof given by City to Lessee. If Lessee
25 then determines not to exercise the option to extend this Lease based upon the minimum monthly
26 rental as set by City, notice of such determination must be given in writing to City by Lessee no
27 later than thirty (30) days prior to the expiration of the Initial Term of this Lease. The extension
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1 of this Lease including the rental amount applicable during the extension period shall be set forth
2 in a written amendment to this Lease.

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4 If the first option has been exercised and Lessee desires to exercise the option for the
5 second additional five (5) year period, Lessee must notify City in writing of such intent no later
6 than one hundred twenty (120) days prior to the expiration of the first extension term of five
7 years. As soon as possible following receipt of the notice to exercise the second option to
8 extend, City and Lessee shall from time to time meet as necessary and negotiate in good faith the
9 minimum monthly rental and the percentage monthly rental for the Premises, provided, however,
10 if agreement as to said rental payments for the second extension period is not reached by the
11 parties sixty (60) days prior to the expiration of the first option term, the minimum monthly
12 rental amount and the percentage of monthly gross receipts to be paid by Lessee during such
13 period shall be as reasonably determined by City and written notice thereof given by City to
14 Lessee. If Lessee then determines not to exercise the second option to extend this Lease based
15 upon the rental as set by City, notice of such determination must be given in writing to City by
16 Lessee no later than thirty (30) days prior to the expiration of the first option term of this Lease.
17 The second extension of this Lease including the rental amount applicable during said extension
18 period shall be set forth in a written amendment to this Lease.

19 9. RENTAL; PAYMENT.

20 Lessee shall pay to City the following amounts as rental for the Premises without
21 deduction or offset:

22 (a) Minimum Monthly Rental: Beginning August 1, 2011, Lessee shall pay to
23 City as rental for the Premises the sum of One Thousand Six Hundred and Seventy One
24 Dollars and 91/100 Cents (\$1,671.91) per month, as adjusted each year commencing with
25 the payment due on August 1, 2012, to reflect the percentage increase, if any, in the
26 Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Anaheim-
27 Riverside Standard Metropolitan Statistical Area ("Index") published by the Bureau of
28 Labor Statistics of the United States Department of Labor for most recent 12-month
published index, based upon the corresponding increase, if any, in the Index as it stands

1 on May of that year over the Index as it stood on May of the prior year including utilities
2 therefor, but excluding telephone and janitorial services.

3 The minimum monthly rental shall be payable in advance on or before the first (1st) day
4 of each month by check made payable to the "City of Riverside" and sent to the Revenue
5 Division, City of Riverside, 3900 Main Street, Riverside, California 92522. Rent for less
6 than a calendar month shall be prorated accordingly based upon a 30-day month.

7 A late fee equal to 10% of the monthly rental shall be added to any monthly
8 payment not received by the City by the tenth (10th) day of the month in which it is due.
9 Any rental payment received after the tenth (10th) day of the month will be first credited
10 to payment of the late fee. Said late fee shall be added for each month thereafter until
11 said rental payment and late fee or fees are paid in full. Said late fee or fees shall be
12 considered as part of the rent due City hereunder..

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14 (b) Percentage Monthly Rental. During the Initial Term of this Lease as set forth in
15 Paragraph 8 above, Lessee shall pay to City an amount equal to six and one-half percent
16 (6½%) of the sum total gross receipts as hereinafter defined from the sale of all food,
17 beverages, gifts and miscellaneous items which occurred during the calendar month or
18 any portion thereof two months prior to the date for payment less the minimum monthly
19 rental already paid for that calendar month. The date for payment of the percentage
20 rental shall be the first (1st) day of the month. Therefore, the percentage of the gross
21 receipts for the month of December shall be due and payable on February 1 less the
22 minimum monthly rental already paid for December; and the percentage of the gross
23 receipts for the month of January shall be due and payable on March 1 less the minimum
24 monthly rental already paid for January.

25 If Lessee chooses to exercise the option to extend this Lease for the first option period as
26 provided in Paragraph 9 above, the percentage rental payment shall be increased to six
27 and three-fourths percent (6¾%) of gross receipts less the minimum monthly rental as
28 of the commencement of the additional five year term, and Lessee shall pay to City an
amount equal to seven (7%) of the sum total gross receipts as hereinafter defined from

1 the sale of all food, beverages, gifts and miscellaneous items which occurred during the
2 calendar month or any portion thereof two months prior to the date for payment less the
3 minimum monthly rental already paid for that calendar month.

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5 If the first option to extend was exercised, and Lessee chooses to exercise the second
6 option to extend this Lease for an additional five years as provided in Paragraph 9 above,
7 the percentage rental payment shall be renegotiated as provided in Paragraph 9 above.

8 The percentage rental, if any payable to City, shall be paid by check to the "City of
9 Riverside" and sent to the Revenue Division, City of Riverside, 3900 Main Street,
10 Riverside, California 92522. The payment to City of the percentage of gross receipts
11 above the minimum monthly rental payment shall be accompanied by a verified detailed
12 statement from Lessee certifying the total gross receipts from the Premises during the
13 prior calendar month, the percentage of said total gross receipts and the minimum
14 monthly rental paid for that calendar month, and such additional detail and breakdowns
15 as may be reasonably required by City. Said statement shall be submitted to City even if
16 the percentage of gross receipts for any calendar month does not exceed the minimum
17 monthly rental for that calendar month and no percentage payment based on gross
18 receipts is due City.

19 The term "gross receipts" as used herein shall mean the aggregate amount of all sales
20 made and services including cover charges performed for cash, credit, charge, barter or
21 otherwise of every kind, name and nature together with the aggregate amount of all
22 exchanges of goods, wares, merchandise and services for like property or services at the
23 selling price thereof, as if the same had been sold for cash at the fair and reasonable value
24 thereof, whichever is greater. All sales and services shall be recorded on a cash register
25 with cash register receipts available to the City for not less than three (3) years.

26 Provided, however, that the term "gross receipts" as used herein shall not be construed to
27 include (i) sales, occupation and other similar taxes or imposition imposed by
28 government taxing agencies upon the sales or charges; (ii) return of merchandise by

1 customers; and (iii) proceeds from the sales of any items not held for sale in the ordinary
2 course of business. Gross receipts from sales or services shall be attributable to the
3 month within which such sales are made or services furnished, regardless of whether such
4 sales or services were made or furnished for cash or credit.

5 A late fee equal to ten percent (10%) of the percentage monthly rental shall be added to
6 any such percentage rental payment not received by the City by the tenth (10th) day of
7 the month in which it is due; and said late fee shall be added for each month thereafter
8 until said rental payment and late fee or fees are paid in full.

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10 10. SECURITY DEPOSIT. Concurrently with the execution of this Lease, Lessee shall
11 keep on deposit with City the sum of two thousand five hundred dollars (\$2,500.00) as partial
12 consideration for City entering into this Lease, and as a security for the full and faithful
13 performance of every provision of this Lease to be performed by Lessee. At the termination of
14 this Lease, the deposit shall be returned to Lessee, less any amounts retained by City for repairs,
15 cleaning, or to cover other damages to the leased premises, normal wear and tear excepted, or to
16 be credited against any unpaid rental. City shall not be required to keep the security deposit
17 separate from its general funds, and Lessee shall not be entitled to interest on such deposit.

18 If Lessee defaults with respect to any provision of this Lease, including but not limited to
19 the provisions relating to the payment of the minimum monthly rental or the percentage of gross
20 receipts, City may (but shall not be obligated to) use, apply or retain all or any part of the
21 security deposit for the payment of any rent or any other amount which City may spend or
22 become obligated to spend by reason of Lessee's default, or to compensate City for any other loss
23 or damage which City may suffer by reason of Lessee's default. The fact that City is holding or
24 applying this security deposit shall not affect City's remedies upon any breach of this Lease by
25 Lessee. If any portion of the security deposit is so used or applied, said application of funds shall
26 constitute liquidated damages for such default by Lessee, and Lessee shall, within five (5) days
27 after written demand therefor, deposit cash with City in an amount sufficient to restore the
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1 security deposit to its original amount, and Lessee's failure to do so shall be a breach of this
2 Lease.

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4 11. SECURITY AGREEMENT. With respect to the obligations described herein,
5 Lessee and City intend that this Lease function as a security agreement. Accordingly, Lessee
6 grants to City a security interest in all of the furniture, fixtures and equipment ("Collateral")
7 described in Exhibit C, attached hereto and incorporated herein by this reference, including all
8 replacements, additions, accessions, substitutions, repairs, proceeds and products relating thereto
9 or therefrom. Lessee covenants and agrees that Lessee has not previously granted a security
10 interest in the Collateral to any other party and that title to the Collateral is free and clear of any
11 prior liens or encumbrances. The security interest in the Collateral granted by Lessee to City is
12 given to secure Lessee's obligation to remain open for business on the Premises and not in
13 default under this Lease during the entire five (5) year Initial Term hereof. Lessee will repair
14 and maintain the Collateral in good condition throughout the Initial Term of this Lease.
15 Concurrently herewith, Lessee will execute UCC-1 financing statements which will be filed with
16 the California Secretary of State's office and recorded in the Official Records of Riverside
17 County, California. The security interest in the Collateral granted herein will terminate upon the
18 expiration of the Initial Term of this Lease. The security interest granted herein is subject to
19 those additional terms and provisions as may be set forth in the Owner (Tenant) Participation
20 Agreement between Lessee and Redevelopment Agency.

21 12. RECORDS AND AUDIT. Lessee shall at all times during the term of this Lease
22 keep complete and accurate books of account and other records pertaining to all of Lessee's
23 business at the Premises. Records of daily receipts shall be kept by Lessee for not less than three
24 (3) years and be available for inspection by the authorized representatives of City during regular
25 business hours on demand.

26 Lessee agrees, within seventy-five (75) days of the close of Lessee's fiscal year during
27 each year of the term of this Lease, to cause a reviewed statement of gross receipts for such fiscal
28 year compiled by a certified public accountant approved by City, and a copy of such statement

1 shall be delivered to City within such 75 day period. Lessee shall also provide to City such other
2 financial and statistical information as City may from time to time reasonably require to enable it
3 to ascertain whether Lessee is complying with the provisions of this Lease.
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5 City reserves the right, at City's expense, to audit Lessee's books and records of receipts
6 at any time for the purpose of verifying the gross receipts hereunder. If, as a result of such audit,
7 it is determined that Lessee has underestimated the gross receipts as defined herein by one
8 percent (1%) or more, the entire expense of the audit shall be borne by Lessee, and Lessee shall,
9 within fifteen (15) days of issuance of a notice to Lessee of the amount, pay to City the cost of
10 the audit. If it is determined that Lessee has underestimated the gross receipts, Lessee shall
11 within fifteen (15) days of notice from City pay City the difference between the percentage of
12 gross receipts paid and the gross receipts as shown by the audit plus the late charges as
13 hereinabove set forth.

14 13. ADDITIONAL IMPROVEMENTS, SIGNS. Lessee, subject to prior approval of
15 City's Airport Director, may install, erect or place limited or minor improvements in the leased
16 space. Lessee shall submit plans and specifications for such improvements to said Airport
17 Director and obtain approval therefor prior to commencement of construction. Lessee shall
18 construct such additional improvements in accordance with the approved plans and
19 specifications. Approval by the Airport Director shall not relieve Lessee from the obligation of
20 obtaining any other necessary permits or approvals from City or other governmental agency
21 having jurisdiction. All such improvements which are installed in or attached to the building,
22 and which are not trade fixtures, shall become the property of City.

23 Any signs which Lessee desires to install shall be submitted first to the Airport Director
24 for approval by the Airport Director as to number, design, size, color and location. The Airport
25 Director shall not approve any sign which is not in harmony with the general plan and
26 appearance of the Riverside Municipal Airport. Consent by the City's Airport Director shall not
27 relieve Lessee from the responsibility of adhering to and conforming with any applicable City,
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1 State or Federal law, ordinance or regulation concerning signs including the need to obtain any
2 permit therefor.

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4 14. UTILITIES AND OTHER SERVICES. Lessee shall make all necessary
5 arrangements and pay for any janitorial services, water, gas, electricity, telephone, cable
6 television, solid waste removal and all other charges for services which may be furnished to the
7 Premises, and hold City harmless therefrom. Lessee shall provide submeters for water, gas and
8 electrical services provided to the leased premises including those services necessary for the
9 operation of the heating, ventilating and air conditioning system for the Premises to allow Lessee
10 to be separately billed for such services.

11 15. MAINTENANCE. Lessee agrees at Lessee's own expense to maintain the entire
12 leased premises and all improvements located therein according to all relevant state, county and
13 municipal laws, statutes, ordinances and regulations, and keep said premises in a neat, clean,
14 orderly and sanitary condition at all times. This includes, but is not limited to, the prevention of
15 the accumulation of any refuse or waste materials which might be or constitute a fire or health
16 hazard, aesthetic problem, or public or private nuisance. Any and all waste generated on the
17 leased premises or caused by the operation of a restaurant on the Premises shall be disposed of
18 by Lessee in a safe and proper manner and in accordance with any applicable law, ordinance,
19 statute, rule or regulation concerning the disposal of such waste material. Lessee shall be
20 responsible for grease traps, clogged sewer lines and other maintenance utilized in and caused by
21 the operations of Lessee whether within or without the Premises.

22 Lessee shall provide a complete and proper arrangement for the adequate sanitary
23 handling and disposal in accordance with applicable law or ordinance and good housekeeping
24 practices of all trash, garbage and other refuse caused as a result of the operation of the restaurant
25 on the leased premises. Lessee shall provide and use a trash compactor or suitable covered metal
26 receptacles for all garbage and trash in connection with the Premises. Piling of boxes, cartons,
27 barrels or other similar items in an unsightly, unsafe or unlawful manner including littering of
28 any nature on or about the leased premises is prohibited. City will designate a suitable location

1 within the vicinity of the Terminal Building for the disposal of garbage and refuse. Cleanliness
2 and maintenance of such designated area shall be the responsibility of Lessee. If the area is not
3 properly maintained, City reserves the right to accomplish necessary maintenance at Lessee's
4 expense.

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6 Any damage to the Premises or any other part of the Terminal Building incurred during
7 the delivery and installation of any of Lessee's equipment shall be the sole responsibility of
8 Lessee to repair, with such repairs to be completed prior to the commencement of business
9 operations.

10 Not more than every five (5) years during the term of this Lease, Lessee shall upgrade the
11 restaurant including painting, decorating, replacement of worn carpet, drapes and furniture as
12 may be necessary in order to maintain the restaurant in a first class condition.

13 City, through its duly authorized representatives, may enter upon the leased premises
14 during regular business hours for the purpose of inspecting any or all of said property and the
15 improvements and facilities thereon. The Airport Director of City or other duly authorized
16 representative may from time to time after said inspection of the leased premises and after
17 observation of the operation of the business thereon, require all such repairs or changes as shall
18 be reasonable and consistent with maintaining the leased premises and the improvements thereon
19 in a manner consistent with businesslike operations. Lessee agrees to make all necessary repairs
20 or changes within the period which may be reasonably required by the City's Airport Director.

21 In the event the Airport Director determines that repairs or improvements to the leased
22 premises are necessary in order to maintain the premises for the uses contemplated herein, such
23 requests shall be in writing and delivered or mailed to Lessee. Lessee shall promptly commence
24 making such repairs or improvements within ten (10) days after service of such notice and
25 diligently pursue such repair to completion. If within ten days after service of notice Lessee fails
26 to commence repairs, or if after what the Airport Director deems a reasonable time the Lessee
27 fails to complete said repairs or maintenance, City may cause such repair or maintenance to be
28 made and add the cost thereof to the rent thereafter accruing. If said costs are not promptly paid

1 by Lessee, this Lease shall be deemed to be in default, and City shall be entitled to all legal
2 remedies provided hereunder.

3 16. MECHANICS' LIENS AND PAYMENT BONDS. Lessee agrees to keep the leased
4 premises free from any and all claims of persons or firms or corporations, who at the request of
5 Lessee or Lessee's contractor, furnish labor or materials to or for the benefit of the leased
6 premises. Lessee further agrees to indemnify and hold City harmless from any and all claims for
7 labor or materials.

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9 Prior to the commencement of any construction on the leased premises when it is
10 estimated that the cost of construction of such additional improvement shall be ten thousand
11 dollars (\$10,000) or more, Lessee shall post a payment bond with City in an amount equal to the
12 proposed cost of construction. All such bonds must be issued by a company qualified to do
13 business in the State of California and acceptable to the City Attorney of City. Such bonds shall
14 be in a form acceptable to the City Attorney.

15 17. INDEMNIFICATION. Except for City's sole negligence or willful misconduct,
16 Lessee shall fully defend, indemnify and hold the City, its officers and employees, harmless from
17 any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees,
18 which arises out of or is in any way connected with the performance of Lessee's activities on the
19 Premises at the Riverside Municipal Airport, or any of Lessee's employees, agents, contractors,
20 subcontractors or consultants and from all claims by Lessee's employees, agents, contractors,
21 subcontractors or consultants for compensation for services rendered to Lessee in connection
22 with this Agreement, notwithstanding that City may have indirectly benefited from their services.
23 This indemnification provision shall apply to any acts or omissions, willful misconduct or
24 negligent conduct, whether active or passive, on the part of Lessee or any of Lessee's employees,
25 agents, contractors, subcontractors or consultants.

26 The parties expressly agree that any payment, attorney's fees, cost or expense the City
27 incurs or makes to or on behalf of an injured employee under its self-administered workers'
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1 compensation program is included as a loss, expense or cost for the purposes of this section, and
2 that this section shall survive the expiration or early termination of this Agreement.

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4 18. INSURANCE. Lessee shall obtain and keep in full force and effect during the entire
5 term of this Lease, commercial general liability and property damage insurance (including but
6 not limited to premises operations liability, products-completed operations liability, independent
7 contractor's liability, personal injury liability and contractual liability) in an amount not less than
8 \$1,000,000 per occurrence and a general aggregate limit in an amount not less than \$2,000,000.
9 Lessee shall obtain and keep in full force and effect all applicable insurance coverage's listed in
10 the Riverside Airport Minimum Operating Standards. Lessee agrees to maintain all required
11 insurance coverage Lessee agrees to deposit with City prior to execution of this Lease by City,
12 certificates of insurance evidencing the required insurance with coverage at least equal to the
13 above types and amounts as a minimum, and further agrees to file certificates with City during
14 the entire term of this Lease showing that continued coverage is being maintained.
15 To be acceptable, the insurance coverage must meet the following requirements:

16 (a) Such policy must provide that the policy shall not be canceled or
17 materially changed unless thirty (30) days' prior written notice thereof by certified or registered
18 mail has been given to City.

19 (b) Such policy must provide that the City, and its officers, officials,
20 employees and agents shall be named as additional insureds under the policy as respects all
21 operations of the insured, which insurance shall be primary insurance and not contributing with
22 any other insurance available to the City under any other third party liability policy or any self-
23 insurance retention.

24 (c) Such policy shall contain either a provision for a broad form of contractual
25 liability including leases, or an endorsement providing for such coverage. City shall have the
26 right at any time during the term of this Lease to review the type, form, and coverage limits of
27 the insurance enumerated herein. If, in the opinion of City reasonably obtained, the insurance
28 provisions in this Lease are not sufficient to provide adequate protection for City and the

1 members of the public using Riverside Municipal Airport, City may require Lessee to maintain
2 insurance sufficient to provide such adequate protection.

3 (d) Each policy must be placed with a company authorized to do business in
4 the State of California, having a policy holder rating of A or higher and a Financial Class of at
5 least VII or higher.
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8 City shall notify Lessee in writing of any change in the insurance provisions necessary to provide
9 adequate protection. If Lessee does not deposit acceptable copies of valid insurance policies
10 acceptable in form and content to City, incorporating such changes, within sixty (60) days of
11 receipt of such notice, this Lease shall be in default without further notice to Lessee and City
12 shall be entitled to all legal remedies provided herein.

13 The procuring of such policy of insurance shall not be construed to be a limitation
14 upon Lessee's liability nor as a full performance of its part of the indemnification provisions of
15 this Lease. Lessee's obligation being, notwithstanding said policy or policies of insurance, the
16 full and total amount of any damage, injury or loss caused by the negligence or neglect
17 connected with the operation under this Lease.

18 Lessee shall provide a valid certificate of insurance and additional insured
19 endorsement prior to occupying the leased property under this Lease. No policy shall be
20 acceptable unless first approved by the City's Risk Manager.

21 19. WORKERS' COMPENSATION. Lessee shall obtain and maintain in full force and
22 effect during the term of this Lease workers' compensation insurance coverage in accordance
23 with the provisions and requirements of the Labor Code of the State of California and any other
24 applicable law. A certificate of insurance evidencing such coverage shall be filed with the City
25 Clerk of City, which certificate shall provide that City will be given at least thirty (30) days'
26 notice prior to cancellation.

27 20. RELEASE. City shall not be responsible for theft, loss, injury, damage or
28 destruction of any property on the Premises, or accident or injury to Lessee, its officers,

1 employees, agents or invitees. Lessee hereby releases and discharges City from any and all
2 claims and demands of Lessee for loss or of damage to Lessee's property or injury to Lessee or
3 Lessee's officers, employees, agents and invitees.
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5 21. RULES AND REGULATIONS. Lessee and the employees and invitees of Lessee
6 will obey all rules and regulations and ordinances of City or other competent authority, provided
7 the same be consistent with safety or necessary for the proper operation of the Airport and which
8 do not conflict with the rules or procedures prescribed by a competent United States Government
9 authority having applicable jurisdiction.

10 22. RESTRICTION OF OPERATIONS. If City's operation of the Airport or Lessee's
11 use of the Premises is substantially restricted by any competent governmental or judicial action,
12 either party hereto will have the right, upon notice, to an equitable reduction in the services and
13 facilities to be afforded hereunder or the rental to become due hereunder, from the time of such
14 notice until such restriction has been remedied and normal operations restored.

15 23. DAMAGE OR DESTRUCTION. Lessee shall be responsible for any damages or
16 destruction to the leased premises due to any cause or happening occasioned by the negligence of
17 Lessee or the employees, agents or invitees of Lessee, and shall return the leased premises
18 together with improvements to City, upon termination of this Lease, in its original condition
19 except for reasonable wear and tear.

20 24. WAIVER OF DEFAULT. Acceptance by either party of performance following a
21 default will not be deemed a waiver of such default. No waiver by either party of a default will
22 constitute a waiver of any other default.

23 25. ASSIGNMENTS. Lessee shall not voluntarily or by operation of law assign,
24 transfer, mortgage, sublet or otherwise transfer or encumber any of the Lessee's interest in this
25 Lease or in the Premises without City's prior written consent, which consent shall not be
26 unreasonably withheld; provided that City shall not be liable for damages if such consent is
27 adjudicated to have been unreasonably withheld. It shall not be unreasonable for City to
28 condition such consent upon City's determination that Lessee is not in default in the performance

1 of any of Lessee's obligations under this Lease whether monetary or non-monetary or that the
2 proposed assignee or sublessee is financially responsible and has the ability to conduct business
3 on the Premises of a quality substantially equal to that conducted by Lessee. In addition, any
4 assignment of the Lease or subletting of the Premises or any part thereof shall be subject to the
5 provision that City is entitled to all consideration Lessee receives from the assignee or sublessee
6 in excess of the rent due City under this Lease.
7

8 26. INSPECTION BY CITY. City may enter upon any of Lessee's leased premises at
9 any reasonable time for any purpose reasonably connected with the performance of City's
10 obligations hereunder or in the exercise of its governmental functions.

11 27. COMMUNICATIONS. All notices, requests, consents, approvals or other
12 communications between the parties in connection with this Lease will be in writing and sent by
13 certified mail addressed to:
14

15 City
16 Airport Director
17 Riverside Municipal Airport
6951 Flight Road
Riverside, California 92504

Lessee
David and Delmy Pennington
D & D Airport Cafe
6951 Flight Road
Riverside, California 92504

18
19 Any such communications will be effective upon deposit in the United States mails with
20 postage prepaid. Either party, upon written notice to the other, may from time to time change the
21 mailing address of such party.

22 28. POSSESSORY INTEREST TAX. Lessee recognizes and understands that this Lease
23 may create a possessory interest subject to property taxation and that Lessee may be subject to
24 the payment of property taxes levied on such interest. Any imposition of a possessory interest
25 tax shall be a tax liability of Lessee solely and shall be paid by Lessee; and any such tax payment
26 shall not reduce any rent due City hereunder.

27 29. TERMINATION BY CITY. In addition to other rights hereunder City may
28 terminate this Lease in whole or in part by fifteen (15) days' notice, upon or after any of the

1 following events: (a) Lessee files a voluntary petition in bankruptcy; (b) Lessee is adjudicated a
2 bankrupt by a court of competent jurisdiction; (c) a court takes jurisdiction of Lessee and the
3 assets of Lessee under the provisions of any Federal reorganization act; (d) a receiver of Lessee's
4 assets is appointed, (e) Lessee is divested of the Lessee's estate herein by other operation of law;
5 (f) Lessee defaults under any of Lessee's non-monetary obligations herein contained and fails to
6 remedy or commence to remedy same within ten (10) days of receipt of notice of such default,
7 provided that no notice of termination by City will be effective if Lessee has remedied the
8 default prior to receiving such notice of termination; or (g) Lessee fails to make any payment of
9 rent, fee or other payment required to be made by Lessee hereunder as and when done and fails
10 to cure such default within three (3) days after Lessee has been served with a notice of such
11 default.
12

13 30. TERMINATION BY LESSEE. In addition to Lessee's other rights hereunder,
14 Lessee may terminate this Lease in whole or in part, by a fifteen (15) days' notice, upon or after
15 any of the following events: (a) Lessee is unable, for a period of thirty (30) days, to use the
16 space leased to Lessee by this Lease or any part thereof, due to any law or any competent
17 governmental order, rule or regulation, or due to war or any casualty beyond Lessee's reasonable
18 control; (b) a valid injunction not issued upon request of Lessee, in any way preventing or
19 restraining Lessee's use of such space or any part thereof, remains in effect for thirty (30) days;
20 (c) a competent United States Government authority assumes maintenance and operation of the
21 Airport or any substantial part thereof; or (d) City defaults under any of its obligations herein
22 contained and fails to remedy or commence to remedy such default within ten (10) days after
23 receipt from Lessee of notice to remedy same, provided that no notice of termination by Lessee
24 will be effective if City has remedied the default prior to receiving such notice of termination.
25

26 31. VENUE. Any action at law or in equity brought by either of the parties hereto for
27 the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of
28 competent jurisdiction in the County of Riverside, State of California, and the parties hereby
waive all provisions of law providing for a change of venue in such proceedings to any other

1 county. In the event either party hereto shall bring suit to enforce any covenant of this Lease or
2 to recover any damages for and on account of the breach of any covenant of this Lease, it is
3 mutually agreed that the prevailing party in such action shall recover all costs thereof including
4 reasonable attorneys' fees to be set by the court in such action.

5
6 32. PROVISIONS BINDING ON SUCCESSORS. Each and all of the covenants,
7 conditions and agreements herein contained shall, in accordance with the context, inure to the
8 benefit of and be binding upon the parties hereto, and the successors-in-interest, agents and
9 assigns of such parties, or any person who may come into possession or occupancy of the leased
10 premises, or any part thereof, in any manner whatsoever. Nothing in this paragraph shall in any
11 way alter the provisions in this Lease against assignment or subletting or other transfers.

12 33. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this
13 Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
14 remainder of the provisions hereof shall remain in full force and effect and shall in no way be
15 affected, impaired or invalidated thereby.

16 34. MARGINAL CAPTIONS. The various headings and numbers herein and the
17 groupings of the provisions of this Lease into separate sections and paragraphs are for the
18 purpose of convenience only, and shall not be considered a part hereof.

19 35. NONDISCRIMINATION: COMPLIANCE WITH TITLE 49. Lessee, on behalf of
20 Lessee and the heirs, successors and assigns of Lessee, as a part of the consideration hereof, does
21 hereby covenant and agree as a covenant running with the land that in the event facilities are
22 constructed, maintained, or otherwise operated on the property described in this Lease for a
23 purpose for which a Department of Transportation (hereinafter referred to as "DOT") program or
24 activity is extended or for another purpose involving the provision of similar services or benefits,
25 Lessee shall maintain and operate such facilities and services in compliance with all other
26 requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A,
27 Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the
28

1 Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as
2 said Regulations may be amended.

3 Lessee, on behalf of Lessee and the heirs, successors and assigns of Lessee, as a part of
4 the consideration hereof, does hereby covenant and agree as a covenant running with the land
5 that: (a) no person on the grounds of race, color, creed, national origin, ancestry, age, physical
6 disability, mental disability, medical condition including the medical condition of Acquired
7 Immune Deficiency Syndrome or any condition related thereto, marital status, sex or sexual
8 orientation shall be excluded from participation in, denied the benefits of, or be otherwise
9 subjected to discrimination in the use of said facilities; (b) that in the construction of any
10 improvements on, over, or under such land and the furnishing of services thereon, no person on
11 the grounds of race, color, creed, national origin, ancestry, age, physical disability, mental
12 disability, medical condition including the medical condition of Acquired Immune Deficiency
13 Syndrome or any condition related thereto, marital status, sex or sexual orientation shall be
14 excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;
15 (c) that Lessee shall use the premises in compliance with all other requirements imposed by or
16 pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,
17 Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the
18 Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as
19 said Regulations may be amended.
20

21 Lessee acknowledges and agrees that in the event of breach of any of the
22 nondiscrimination covenants set forth in this paragraph, City shall have the right to terminate this
23 Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if
24 said Lease had never been made or issued. The provision of this paragraph does not become
25 effective until the procedures of 49 CFR Part 21 are followed and completed including expiration
26 of appeal rights.

27 36. ACCOMMODATIONS AND SERVICES. Lessee shall furnish accommodations
28 and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and the

1 Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or
2 service; PROVIDED, THAT Lessee may be allowed to make reasonable and nondiscriminatory
3 discounts, rebates or other similar type of price reductions to volume purchasers.
4

5 Noncompliance with this paragraph shall constitute a material breach thereof and in the
6 event of such noncompliance City shall have the right to terminate this Lease and the estate
7 hereby created without liability therefor, or at the election of City or the United States, either or
8 both said governments shall have the right to judicially enforce said provisions.

9 37. INSERTION. Lessee agrees that Lessee shall insert the above paragraphs 35 and 36
10 in any lease, agreement, or contract by which said Lessee grants a right or privilege to any
11 person, firm, or corporation to render accommodations and/or services to the public on the
12 premises herein leased.

13 38. AFFIRMATIVE ACTION. Lessee assures that Lessee will undertake an affirmative
14 action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the
15 grounds of race, creed, color, national origin or sex be excluded from participating in any
16 employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person
17 shall be excluded on these grounds from participating in or receiving the services or benefits of
18 any program or activity covered by this Subpart. Lessee assures that Lessee will require that
19 Lessee's covered suborganizations provide assurances to City that they similarly will undertake
20 affirmative action programs and that they will require assurances from their suborganizations, as
21 required by 14 CFR Part 152, Subpart E, to the same effect.

22 39. DEVELOPMENT OF LANDING AREA. City reserves the right to further develop
23 or improve the landing area of the Riverside Municipal Airport as it sees fit, regardless of the
24 desires or view of Lessee and without interference or hindrance.

25 40. MAINTENANCE OF LANDING AREA. City reserves the right, but shall not be
26 obligated to Lessee to maintain and keep in repair the landing area of the Riverside Municipal
27 Airport and all publicly-owned facilities of the Airport, together with the right to direct and
28 control all activities of the Lessee in this regard.

1 41. AGREEMENT SUBORDINATE. This Lease shall be subordinate to the provisions
2 and requirements of any existing or future agreements between City and the United States of
3 America relative to the development, operation or maintenance of the Riverside Municipal
4 Airport.

5 42. RIGHT OF FLIGHT. There is hereby reserved to City, its successors and assigns,
6 for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace
7 above the surface of the premises hereby leased, together with the right to cause in said airspace
8 such noise as may be inherent in the operation of aircraft, now known or hereafter used for
9 navigation of or flight in the air, using the airspace or landing at, taking off from or operating on
10 the Riverside Municipal Airport.

11 43. NOTIFICATION REQUIREMENTS. Lessee agrees to comply with the notification
12 and review requirements covered in Part 77 of the Federal Aviation Regulations in the event
13 future construction of a building is planned for the leased premises, or in the event of any
14 planned modification or alteration of any present or future building or structure situated on the
15 leased premises.

16 44. NONINTERFERENCE WITH LANDING AND TAKING OFF OF AIRCRAFT.
17 Lessee by accepting this Lease expressly agrees for Lessee and the heirs, successors and assigns
18 of Lessee that Lessee will not make use of the subject premises in any manner which might
19 interfere with the landing and taking off of aircraft from the Riverside Municipal Airport or
20 otherwise constitute a hazard. In the event the aforesaid covenant is breached, City reserves the
21 right to enter upon the premises hereby leased and cause the abatement of such interference at
22 the expense of Lessee.

23 45. NO EXCLUSIVE RIGHT GRANTED. It is understood and agreed that nothing
24 herein contained shall be construed to grant or authorize the granting of an exclusive right within
25 the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

26 46. LEASE SUBJECT TO U. S. GOVERNMENT ACQUISITION, CONTROL. This
27 Lease and all the provisions hereof shall be subject to whatever right the United States
28

1 Government now has or in the future may have or acquire, affecting the control, operation,
2 regulation and taking over of the Riverside Municipal Airport or the exclusive or nonexclusive
3 use of the Airport by the United States during the time of war or national emergency.
4

5 IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed the
6 day and year first above written.

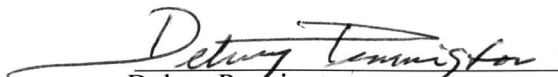
7 CITY OF RIVERSIDE, a
8 municipal corporation

DAVID PENNINGTON and DELMY
PENNINGTON doing business as
D & D AIRPORT CAFE

9
10 By 
11 City Manager


David Pennington

12
13 Attest 
14 City Clerk

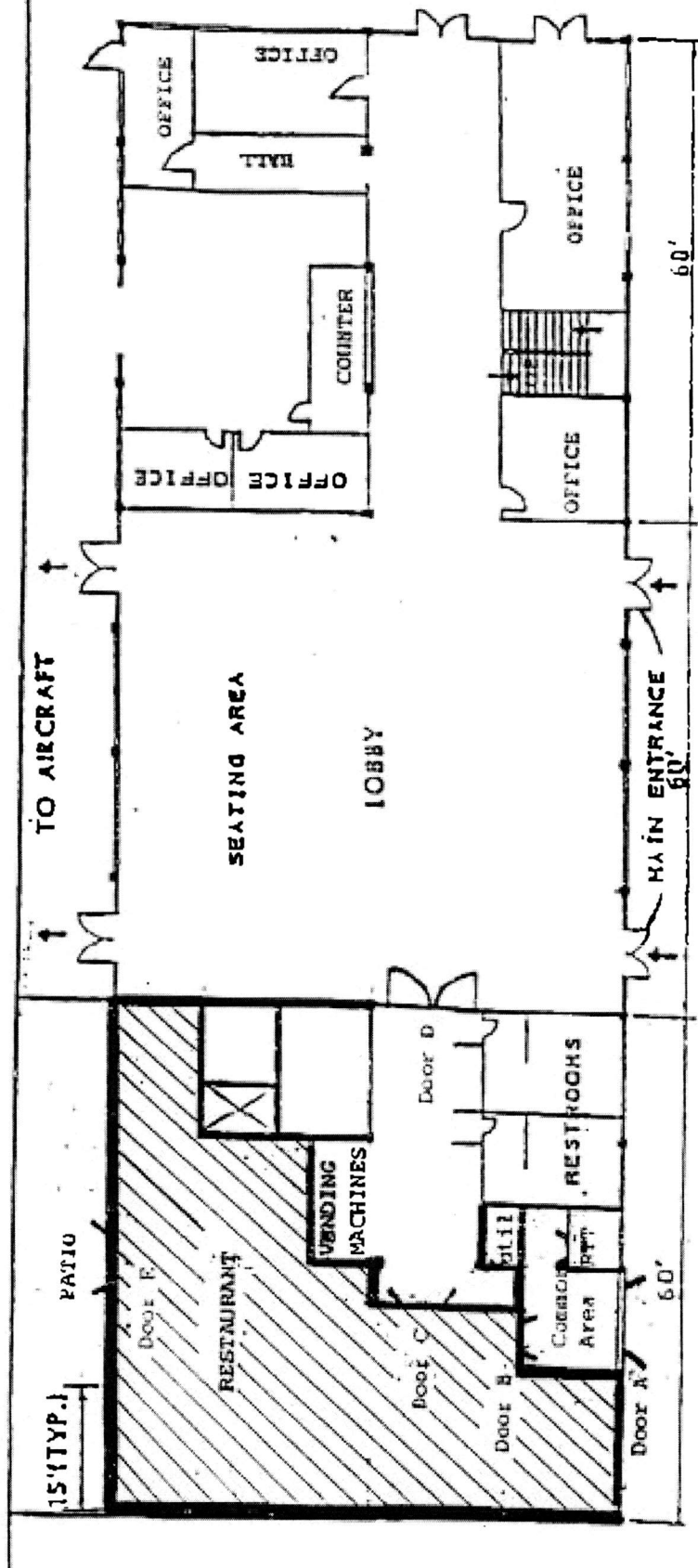

Delmy Pennington

15
16 Approved as to Form:

17 
18 Deputy City Attorney

EXHIBIT A

6951 FLIGHT ROAD



FIRST FLOOR PLAN

1" = 20'

This floor plan reflects the floor plan of the Riverside Terminal building as it relates to the restaurant space on the west side of the first floor, 5 June 1995. The area depicted is subject to minor alterations as proposed and agreed upon by the restaurant owner and the Airport Director respectively.

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Access West Insurance Services, Inc. 40675 California Oaks Rd #A Murrieta CA 92562		CONTACT NAME: Teresa Machado-Dancy PHONE (A/C, No. Ext): (951) 696-4466 E-MAIL ADDRESS: teresa@awhis.com PRODUCER CUSTOMER ID #: 00000139	
INSURED DAVE & DELMY PENNINGTON DBA: D & D AIRPORT CAFE 6951 FLIGHT RD RIVERSIDE CA 92504-1933		INSURER(S) AFFORDING COVERAGE INSURER A: Allied Insurance Company INSURER B: Preferred Employers INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES — CERTIFICATE NUMBER: CL113301255 — REVISION NUMBER: —

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	782360065	10/21/2010	10/21/2011	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 2,000,000
	ANY AUTO					
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
	HIRED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					
	EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				
	DEDUCTIBLE					
	RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y	139930-1	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as an additional insured as respects to property located at: 6951 Flight Rd., Riverside, CA 92504.

*10 Day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CITY OF RIVERSIDE - PROPERTY SERVICE DIVI
6951 Flight Rd.
Riverside, CA 92504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glendy Cortez/GC

ACORD 25 (2009)

INS025 (2009)

The ACORD name and logo are registered marks of ACORD

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EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

BUSINESSOWNERS
PB AI 02 (01-01)

ACKNOWLEDGEMENT OF ADDITIONAL INSURED STATUS MANAGERS OR LESSORS OF LEASED PREMISES

Person or Organization Designated as an Additional Insured:

CITY OF RIVERSIDE - PROPERTY SERVICE DIVISION

**3900 MAIN ST
RIVERSIDE**

CA 92522

Designated Premises (Part Leased to the Named Insured):

**6951 FLIGHT RD
RIVERSIDE**

CA 925041933

This form has been sent to you to acknowledge your status as an additional insured under our, meaning the Issuing Company stated below, Insurance policy issued to the Named Insured shown below.

Under our Premier Businessowners Liability Coverage Form, Section II, WHO IS AN INSURED provides as follows:

Any of the following persons or organizations are automatically insureds when you (i.e. the Named Insured) stated below and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

Managers or Lessors of Leased Premises

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

The policy language set forth above is subject to all of the terms and conditions of the policy issued to the Named Insured shown below. For your information, our Named Insured, the Policy Number, Policy Term and Limits of Insurance are stated below.

Named Insured

PENNINGTON, DAVE & DELMY - DBA

Issuing Company:

AMCO INSURANCE COMPANY

Policy Number:

ACP BPF 7823690065

Policy Term:

10-21-10 To 10-21-11

Limits of Insurance:

**Per Occurrence \$1,000,000
All Occurrences \$2,000,000**

PB AI 02 (01-01)

ACP BPF 7823690065

AGENT COPY

Page 1 of 1

78 11276

DATE: 7/27/2011

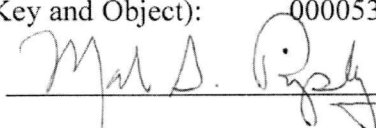
CONTRACTOR: D&D AIRPORT CAFÉ / PENNINGTON, DAVE & DELMY

DESCRIPTION: AIRPORT TERMINAL BUILDING LEASE

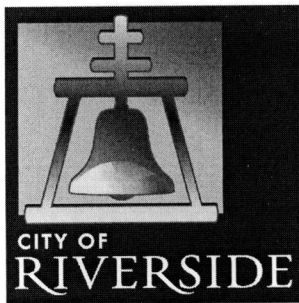
DEPARTMENT: AIRPORT

BUDGET ACCOUNT (GL Key and Object): 0000530-346110

DEPT. HEAD APPROVAL:



RETURN TO Nancy Bolt, EXT. 4276, CITY CLERK'S OFFICE



City of Arts & Innovation

CITY COUNCIL AND REDEVELOPMENT AGENCY MINUTES

TUESDAY, JULY 26, 2011, 12 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

COUNCIL/AGENCY MEMBERS

		G A R D N E R	M E L E N D R E Z	B A I L E Y	D A V I S	M A C A R T H U R	H A R T	A D A M S
	WARDS	1	2	3	4	5	6	7
<p>SISTER CITY - ERLANGEN, FEDERAL REPUBLIC OF GERMANY Following discussion, the City Council approved the recommendation of Mayor Loveridge and Councilmember Bailey to approve and establish Erlangen, Federal Republic of Germany as Riverside's eighth Sister City.</p>	<p>Motion Second All Ayes</p>			X			X	
<p>FIT, FRESH, AND FUN FORUM Following discussion, the City Council (1) received and ordered filed the report from Mayor Loveridge and Councilmember Bailey on the Fit, Fresh, and Fun Forum; and (2) requested semi-annual updates from the Forum.</p>	<p>Motion Second All Ayes</p>			X			X	
<p>ORAL COMMUNICATIONS FROM THE AUDIENCE Morris Mendoza spoke regarding the Auto Center Business Improvement District. Michael Morales spoke regarding construction workers at the intersection of Iowa and Massachusetts Avenues. Phyllis Purcell spoke regarding senior affordable housing and medical care. Salvador Santana spoke regarding the Interim City Manager and the Ward 7 run-off election.</p>								
<p>BRIEF STATUS REPORTS FOR REGIONAL ORGANIZATIONS, CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL Councilmember Adams reported on the Riverside County Transportation Commission.</p>								
<p>CITY ATTORNEY REPORT ON CLOSED SESSIONS City Attorney Priamos announced there were no reportable actions taken on the closed sessions held earlier in the day with exception of the appointment of the Interim City Manager.</p>								X
<p><u>CONSENT CALENDAR</u> The following items were approved by one motion affirming the actions appropriate to each item with Councilmember Melendrez disqualifying himself from the item regarding relocation of the Public Utilities Department as he owns property within 500 feet of the project.</p>	<p>Motion Second All Ayes</p>						X	X
<p>LEASE AGREEMENT - D & D AIRPORT CAFÉ - 6951 FLIGHT The City Council (1) approved the Riverside Airport Lease with D & D Airport Café at the Airport Terminal Building located at 6951 Flight Road through July 31, 2016; and (2) authorized the City Manager, or his designee, to execute the lease agreement.</p>								