

CITY OF RIVERSIDE

COUNCILMEN

November 27, 1973

WARDS

COOPER  
MILLER  
MORROW  
SCOTT  
WANAMAKER  
ABRAMS  
MACOMBS

**RED BARON RESTAURANT CONSTR. - BLDG. & SIGN REIMBURSEMENT**  
 A written report was submitted from the City Manager and Airport Director advising the City Council that the Red Baron Steak House, Inc., is ready to award the contract for completion of the Airport Terminal Building restaurant facility, and in accordance with the Agreement heretofore entered into, recommendations are made as follows: That authorization be given the Airport Department to reimburse the Red Baron Steak House, Inc., for the City's portion of the heating and air conditioning to be installed by their contractor, at a total cost of \$22,220.00; and, that approval be given the Red Baron and Airport sign as designed by Red Baron and authorization be given the reimbursement to Red Baron of 42% of the construction cost which will be determined by competitive bids. The Planning Director spoke briefly in objection to the size of the proposed sign. Following discussion, the recommendations of the City Manager and Airport Director were approved and authorized as submitted, with the City Council reserving the right to require alteration of the sign at a future date.

Motion  
Second  
Ayes  
Noes

X						
			X			
X	X	X	X	X	X	X

**RAINCROSS SQUARE BID REPORT**  
 The City Manager submitted an oral report, and recommendations were made by the Architects regarding the Raincross Square Phase One Bid Analysis and Environmental Protection Agency requirements; wherein it was pointed out that the lowest bid received was \$1.4 Million over the estimate and only three bids had been received. The reasons as commented on by Robert Brown, Architect, were the uncertainty of the labor market, material shortages and other such factors; together with discussion on the alternatives of accepting the lowest bid and negotiating certain of the integral parts, the possibility of breaking down the bid into smaller parts and rebid, or to redesign the facility to reduced portions which could be added to later. Following discussion, all bids submitted were rejected, and the bonds submitted with said rejected bids were released from further liability; authorization was given to readvertise for bids, permitting a breakdown into smaller parts, with the further direction that no changes in the scope of the building be made without City Council approval; and Resolution No. 12243 of the City Council of the City of Riverside, California, Authorizing the Preparation of an Application and Its Submission to the United States Environmental Protection Agency for a Permit to Construct Certain Parking Spaces in Connection With the Raincross Square Development and Further Authorizing the Mayor to Sign Said Application, was presented; and the title having been read, and further reading waived by the unanimous consent of Councilmen present, was adopted.

Motion  
Second  
All Ayes

						X
				X		

CITY COUNCIL

**TRANSPORTATION AND LAND USE STANDING COMMITTEE**  
 As heretofore requested by the City Council on November 20, 1973, a report was presented by Councilman Wanamaker on behalf of the Transportation and Land Use Standing Committee of the City Council regarding the installation of a traffic signal and widening of Arlington Avenue at Phoenix Avenue; wherein the criteria for warrants were discussed and the need for a signal at this location, with it being pointed out that land dedication has already been offered. Following discussion, approval was given the appropriation of \$72,000 from SB 325 Funds for this project, based on the assumption that the northeasterly property owner will donate the right of way for the proposed improvements, and that the northwesterly parcel will cost the

E 1048

1 AGREEMENT

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3  
4 This agreement is made this 29th day of January,  
5 1973, by and between the CITY OF RIVERSIDE, a municipal corpora-  
6 tion, hereinafter called "City" or "Lessor", and "RED BARON STEAK  
7 HOUSES, INC.", a California corporation, hereinafter called  
8 "Lessee".

9 IT IS AGREED between the parties hereto as follows:

10 1. PROPERTY LEASED. The City leases to Lessee and  
11 Lessee hires from the City, for the purpose of operation of a  
12 dining room, coffee shop and cocktail lounge, a portion of the  
13 Riverside Municipal Airport Terminal Building in the City of  
14 Riverside, State of California, consisting of approximately  
15 6,690 square feet, and more particularly set forth on Exhibits  
16 "A" and "B", which Exhibits "A" and "B" are attached hereto and  
17 incorporated herein by this reference. The City further leases  
18 to Lessee and Lessee further hires from the City use in common  
19 with others of the Terminal Building, vehicular parking lot,  
20 more particularly set forth on Exhibit "C", which Exhibit "C" is  
21 attached hereto and incorporated herein by this reference.

22 2. USE OF PREMISES. Lessee shall use and occupy the  
23 leased premises solely and only for the following purposes, and  
24 for no other purposes:

25 (a) The construction, installation and maintenance of  
26 all structures, equipment, furniture and furnishings, works or  
27 other improvements which Lessee is in this agreement required or  
28 authorized to construct, install or maintain, within the time or  
29 times and at the specific locations and in the manner specified in  
30 this agreement;

31 (b) The conduct and operation of a dining room,  
32 coffee shop and cocktail lounge within that portion of the

1 Department of Alcoholic Beverage Control. Lessee shall obtain  
2 said liquor license prior to the opening of the premises for  
3 business as hereafter provided.

4 6. OPENING DATE. Lessee agrees that the dining room  
5 and cocktail lounge referred to in subsection (b) of paragraph 1  
6 above shall be ready and opened to the general public for regular  
7 business no later than one hundred eighty (180) days following  
8 execution of this agreement by the Lessor.

9 7. PLANS AND SPECIFICATIONS. No improvements shall be  
10 made by Lessee in or about the leased premises except in accordance  
11 with detailed plans and specifications first approved, in writing,  
12 by the Airport Director for Riverside Municipal Airport. The  
13 word "improvements", as used in this paragraph, shall be deemed to  
14 include (a) any revision, alteration or replacement of any of the  
15 improvements which Lessee is required to construct and install  
16 pursuant to the provisions of paragraph 5 of this agreement, (b)  
17 any and all additions, alterations or other improvements to any of  
18 the walls, ceilings or floors of the leased premises, and (c) the  
19 addition, alteration or removal of any trade fixtures, heavy  
20 equipment or furniture; but such improvements shall not be deemed  
21 to include or refer to linens, glassware, cutlery and other items  
22 of property which are customarily not capitalized or customarily  
23 considered expendable.

24 8. SIGNS. Lessor, as a condition of this agreement, will  
25 make available funds not to exceed five thousand dollars (\$5,000.00)  
26 to participate equally with Lessee in the cost of a mutually  
27 acceptable sign in the center divider of Airport Drive at its  
28 intersection with Arlington Avenue. The entrance road sign may  
29 exhibit the name of the restaurant and the Riverside Municipal  
30 Airport and must have specific City Council approval. Lessee shall  
31 arrange for design, construction and installation of the entrance  
32 road signs contemplated under this paragraph. No other signs

1 may be installed at the Riverside Municipal Airport or upon or  
2 in the Riverside Municipal Airport Terminal Building without the  
3 prior written consent of the Airport Director.

4 9. DELIVERY OF POSSESSION. Lessor shall and does hereby  
5 deliver possession of the leased premises to Lessee in their  
6 present semi-finished condition, as such condition is more specif-  
7 ically set forth in those certain plans and specifications  
8 entitled "Specifications for Riverside Municipal Airport Terminal,  
9 County of Riverside, Clinton Marr A.I.A." on file in the office  
10 of Clinton Marr. Lessee hereby acknowledges acceptance of said  
11 leased premises as set forth in said plans and specifications,  
12 and that leased premises have been inspected and examined by  
13 Lessee's authorized officers or representatives, and that based  
14 solely upon said inspection and examinations and not in reliance  
15 upon any representation by or on behalf of Lessor, its officers  
16 or employees, the Lessee has determined and hereby acknowledges  
17 that said leased premises are satisfactory and usable by Lessee  
18 for the purposes set forth in this agreement with promise and  
19 with the exception that Lessor maintain an elevator at Lessor's  
20 sole expense to be located at Lessee's designated location,  
21 subject to approval by the Airport Director.

22 10. DELAY IN DELIVERING POSSESSION. If the Lessor, for  
23 any reason whatsoever, cannot deliver possession of the said  
24 premises to the Lessee at the commencement of the term of this  
25 agreement, this agreement shall not be void or voidable, nor shall  
26 the Lessor be liable to the Lessee for any loss or damage result-  
27 ing therefrom; but in that event there shall be a proportionate  
28 abatement of rent covering the period between the commencement of  
29 the said term and the time when the Lessor can deliver possession.

30 11. ACCEPTANCE OF PREMISES. By entry hereunder, Lessee  
31 accepts the leased premises as being in good, safe and sanitary  
32 order, condition and repair.

1 irrespective of the residence, domicile or place of execution  
2 herewith of the Lessee signatory, hereon.

3 46. HOLDING OVER. Any holding over after the expiration  
4 of the term of this agreement with the consent of the Lessor shall  
5 be construed to be a tenancy from month to month, and shall other-  
6 wise be on the terms and conditions herein in this agreement  
7 specified so far as applicable.

8 47. SUCCESSORS AND ASSIGNS. The covenants and conditions  
9 herein contained shall, subject to the provisions as to assignment  
10 inure to the benefit of and shall be binding upon the successors  
11 in interest and assigns of the parties hereto.

12 IN WITNESS WHEREOF the parties have executed this agreement  
13 on the date hereinafter set forth.

14 DATED: January 29, 1973 CITY OF RIVERSIDE,  
15 a municipal corporation

16 By BEN H. LEWIS  
17 Mayor

18 Attest VIRGINIA J. STROHECKER  
19 City Clerk

20 RED BARON STEAK HOUSES, INC.,  
21 a California corporation

22 By DOUGLAS F. MANCHESTER, Chairman &  
23 Treasurer

24 By MARK RICHERT

25  
26 APPROVED AS TO FORM

27  
28 HUGH R. COFFIN  
29 Assistant City Attorney

CITY OF RIVERSIDE

INTEROFFICE MEMO

TO: Barry Beck  
Public Works Director  
Attn: George Hutchinson

DATE: September 28, 1987

FROM: Murray A. Bywater  
Airport Director

SUBJECT: AIRPORT ENTRANCE ROAD SIGN

The sign at the entrance to the airport on Airport Drive, which displays the Riverside Municipal Airport and the former restaurant, the Red Baron, is owned by the City and the airport has the maintenance responsibility.

The Red Baron element of the sign will be replaced by the Blue Max Restaurant. The maintenance responsibility of the sign will continue by the airport and in the event damage is done to the sign, it will be immediately corrected.

*Murray*

MAB/pg

cc: Bill Holsinger

ENCROACHMENT PERMIT  
NO. 1048

RECEIVED

SEP 29 1987

DEPT. OF PUBLIC WORKS

PUBLIC WORKS DEPT.				
	INITIA.	INFO	ACTION	DATE
DIRECTOR	PT			
DEPUTY-ENGR				
DEPUTY-FIELD				
ADM ASST.				
SEWER PLANT				
SOLID WASTE				
STREETS				
TRAF. ENGR.				
CAP PROJ.				
LAND DEV.				
SVY /L. SVC			✓	
INSPECTION				
SPEC. PROJ.				
CLERICAL				
FILE:				
X-REF:				
F U DATE				

E1048

RECEIVED

SEP 30 1987

RECEIVED  
SEP 24 1986

DEPT. OF PUBLIC WORKS LEASE

(Blue Max Restaurant)

PROPERTY SERVICES

WORKS DEPT.			
	SIGNAL	INFO	ACTION DATE
DIRECTOR			
DEPUTY ENGR	1		
DEPUTY FIELD			
ADM ASST	2		
SEWER PLANT	3		
SOLID WASTE			
STREETS	4		
TRAF ENGR			
	5		
CAP PROJ			
LAND DEV	6		
SVY /L SURV			
INSPECTION	7		
REC PROJ			
CLERICAL	8		
FILE	9		
REF			
J. DATE	10		

THIS LEASE is made and entered into this 15th day of  
 September, 1986, by and between the CITY OF RIVERSIDE, a  
 municipal corporation of the State of California, hereinafter  
 referred to as "City", and DEL MAR RESTAURANTS, INC., a  
 California corporation, doing business as Blue Max Restaurants,  
 hereinafter referred to as "Lessee".

WITNESSETH:

11 WHEREAS by the Agreement dated January 29, 1973, as  
 12 amended, the City leased to the RED BARON STEAK HOUSES, INC.  
 13 (hereinafter referred to as "Red Baron") approximately 6,690  
 14 square feet of space in the Riverside Municipal Airport Terminal  
 15 Building in the City of Riverside, California, for the construc-  
 16 tion and operation of a dining room, coffee shop and cocktail  
 17 lounge; and

18 WHEREAS the Red Baron wishes to sell to Lessee and  
 19 Lessee wishes to buy from Red Baron its restaurant operations at  
 20 the Riverside Municipal Airport; and

21 WHEREAS the Lessee wishes to enter into a new lease with  
 22 the City for the subject premises; and

23 WHEREAS under the new lease, the Lessee wishes to expand  
 24 the premises in which it will operate its restaurant by approxi-  
 25 mately three thousand square feet, which enlargement will  
 26 necessitate modifications to the existing Terminal Building; and

27 WHEREAS by the Riverside Airport Terminal Building

1 the Airport Director of City and approved in writing. The  
2 Lessee shall be responsible for obtaining any necessary permits  
3 or approvals for such additional improvements

4 21. SIGNS. Any signs which Lessee desires to install  
5 shall be submitted first to the Airport Director of City for  
6 said Director's approval as to number, design, size, color and  
7 location. The Airport Director shall not approve any sign which  
8 is not in harmony with the general plan and appearance of the  
9 Airport Terminal Building. Consent by the City's Airport  
10 Director shall not relieve Lessee from the responsibility of  
11 adhering to and conforming with any applicable City, State or  
12 Federal law, ordinance or regulation concerning signs.

13 The City has previously installed an entrance road  
14 sign in the center divider of Airport Drive at its intersection  
15 with Arlington Avenue. The entrance road sign at the commence-  
16 ment of this lease exhibits the name of the Riverside Municipal  
17 Airport and the Red Baron Restaurant. Lessee at its sole cost  
18 and expense within four (4) months of the commencement of this  
19 lease shall have the facing of that portion of the sign  
20 referencing the prior lessee changed to make reference to the  
21 Blue Max Restaurant; provided, however, the design of such  
22 facing must have the specific approval of the City Council of  
23 City and any governmental approvals which may be required by law  
24 or ordinance. Upon installation of the new facing for the  
25 entrance road sign, the Lessee shall pay to City a monthly  
26 charge of \$8.00 per month for the electricity used for such  
27 sign; provided, however, said charge may be increased from time



1 to time by City upon thirty (30) days' written notice to Lessee  
2 to reflect the percentage increase in the electric rates of  
3 City. Each party shall maintain in a good condition and repair  
4 at its sole cost its portion of the entrance road sign and shall  
5 share equally the cost of maintenance or repair of the common  
6 portions of said sign.

7 22. PARKING. In accordance with Paragraph 2 above, the  
8 Lessee, its employees, agents and invitees are granted a non-  
9 exclusive right to use the parking spaces at the Terminal  
10 Building Parking Lot not exclusively assigned to another user.  
11 In the event the City shall restrict or otherwise charge for the  
12 use of the parking spaces at the Terminal Building Parking Lot,  
13 the City in cooperation with the Lessee will establish a  
14 validation or similar system to allow the customers of Lessee to  
15 use said parking lot without charge, and the City shall also  
16 provide adequate parking spaces without charge in the Terminal  
17 Building Parking Lot or reasonably nearby for parking by  
18 Lessee's employees.

19 In the event carrier operations at the Riverside  
20 Municipal Airport increases to such an extent that the Terminal  
21 Building parking lot is not sufficient for the users of the  
22 Airport, the City hereby agrees to provide Lessee additional  
23 parking spaces by allocating to said Lessee for use by its  
24 customers only [the westerly half of the Terminal Building  
25 Parking Lot not leased to the Federal Aviation Agency, but] not  
26 less than sixty-six (66) exclusive parking spaces. In no event  
27 may Lessee charge for use of such exclusive parking spaces.

1 shall not be disturbed during the term of this lease so long as  
2 the terms are complied with by the Lessee and subject to that  
3 clause in this lease dealing with the right of the City to enter  
4 the leased premises.

5 62. PRIOR LEASE. The parties hereto acknowledge and  
6 agree that the provisions of this lease are subject to the  
7 termination of the Agreement dated January 29, 1973, as amended  
8 between the City and Red Baron on or before September 15, 1986.  
9 In the event that Agreement is not terminated as of  
10 September 15, 1986, this lease shall be null and void.

11 The parties hereto further acknowledge and agree  
12 that the Lease between the parties hereto dated July 22, 1986,  
13 is void and of no force and effect as the Agreement between the  
14 City and Red Baron was not terminated as of July 31, 1986 as  
15 required by said Lease between the City and Lessee dated  
16 July 22, 1986.

17 IN WITNESS WHEREOF the parties hereto have caused this  
18 lease to be executed the day and year first above written.

19 CITY OF RIVERSIDE, a  
20 municipal corporation

DEL MAR RESTAURANTS, INC.,  
California corporation

21 By RONALD LOVERIDGE  
22 Mayor Pro Tempore

BORRELLI  
By FRED BONELLI  
President

23 Attest ALICE A. HARE  
24 City Clerk

BORRELLI  
By FRED BONELLI  
Secretary

25 APPROVED AS TO FORM:

26 BARBARA PURVIS  
Assistant City Attorney

27 BP/0217A/jm  
9/3/86