



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Contract Between the City of Lodi and the Modesto A's Setting forth Zupo Field Use and Conditions

MEETING DATE: February 19, 1997

SUBMITTED BY: Deputy City Manager

RECOMMENDED ACTION: That the City Council approve the attached contract as developed cooperatively with the Modesto A's, Boosters of Boys and Girls Sports (B.O.B.S.), Lodi High School, and the City of Lodi.

BACKGROUND INFORMATION: The Modesto A's will be temporarily displaced from their home field while John Thurman stadium undergoes extensive renovation. The ball club has approached the City of Lodi with a request to move seven of their home games to Lodi's Zupo Field in April 1997, thereby allowing them the convenience of still being close to home. While the idea initially appeared exciting, it was soon determined that a few issues needed to be addressed prior to the City extending the invitation to the Modesto A's. The three primary issues identified have been addressed as follows:

1. **Lodi High School Baseball Program** - City staff has met with the Lodi High School Athletic Director and the baseball coach to ensure that there is minimal impact to the high school team's practice and game schedule. The coach prepared a proposal which allows the team to practice at various locations, play the DeBenedetti tournament at Kofu, and use Zupo for practice once the work is completed. Both parties agree that the proposal will work.
2. **Concessions** - The B.O.B.S. have sole right of refusal for all concessions at Zupo; however, they have agreed to allow the Modesto A's to take over the concessions. The B.O.B.S. will retain 20% of concession sales, and the A's will be responsible for the food and beverage operation.
3. **Zupo Field Conditions** -The Modesto A's have tentatively identified certain improvements which may need to be completed prior to utilizing the field. Additionally, the City has identified certain deferred maintenance items which need to be improved for safety related reasons. The extent of the A's improvements remains to be determined; however, the terms of the contract between the A's and the City of Lodi should be adequate to keep the City in a revenue neutral position for those improvements directly related to the games. The City may need to front funds to begin field improvements which would be reimbursable by either ticket sales, field rental fee, or corporate sponsorship.

APPROVED: _____


H. Dixon Flynn -- City Manager



CITY OF LODI, COUNCIL COMMUNICATION

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FUNDING:

Administration Carryover Fund

Deferred maintenance (safety issues)

. Remove large tree/replace asphalt	\$1,200
. Third base bleacher handrail replacement	7,500
. Repaint - 200 folding chairs	1,000
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	\$9,700

Other Funding (Gate Fees, Field Rental, Sponsorship)

Modesto A's Field Improvements

. Grade/Renovate/Sod Outfield	\$8,150
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Respectfully submitted,

A handwritten signature in cursive script that reads "Janet S. Keeter".

Janet S. Keeter
Deputy City Manager

JSK:br

Attachment

RESOLUTION NO. 97-22

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CONTRACT BETWEEN THE CITY OF LODI
AND THE MODESTO A'S FOR ZUPO FIELD USE AND CONDITIONS

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BE IT RESOLVED, that the Lodi City Council does hereby approve the contract between the City of Lodi and the Modesto A's for Zupo Field Use and Conditions, as shown on Exhibit A, attached hereto.

Dated: February 19, 1997

I hereby certify that Resolution No. 97-22 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 19, 1997 by the following vote:

AYES: Council Members - Land, Mann, Sieglock, Warner
and Pennino (Mayor)

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - None


JENNIFER M. PERRIN
City Clerk

AGREEMENT
FOR USE OF TONY ZUPO BASEBALL FIELD
BY MODESTO ATHLETICS BASEBALL TEAM

THIS AGREEMENT, made and entered into this ____ day of _____ 1997, by and between the CITY OF LODI, a municipal corporation ("City"), and MODESTO ATHLETICS BASEBALL TEAM ("Lessee").

RECITALS:

WHEREAS, City is the owner of the Tony Zupo Baseball Field, located in Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing Lessee to use said Tony Zupo Baseball Field for several baseball games, and wish to reduce their agreement to writing;

NOW, THEREFORE, FOR VALUE RECEIVED, the parties hereto do hereby agree as follows:

TERMS AND CONDITIONS:

1) **PREMISES:**

City grants to Lessee the right to use said Tony Zupo Baseball Field to conduct baseball games, sponsored by Lessee, on Thursday April 10, 1997, Friday April 11, 1997, Saturday, April 12, 1997, Sunday April 13, 1997, Saturday, April 26, 1997, Sunday April 27, 1997 and other dates as agreed upon by both parties.

2) **CONSIDERATION:**

A. The rental charge for the use of Tony Zupo Baseball Field by Lessee is \$500.00 per day, for a total rental fee of \$3,000.00 for the games planned pursuant to this agreement. The rental charge shall be paid by Lessee at least 30 days prior to the first game planned pursuant to this agreement. Rental fee includes costs for field preparation prior to each game, costs associated with the displacement of the Lodi High School varsity baseball team and the game-day coordinator to oversee park operations.

B. Lessee shall be solely responsible for selling game admission tickets pursuant to this agreement and shall have the exclusive right to all revenue generated from the sale of said game admission tickets.

C. The City's costs to upgrade Tony Zupo Baseball Field is identified as \$8,500.00 for professional baseball associated costs. Such costs shall be offset by sponsorship and advertising revenue generated pursuant to this agreement. Any additional net sponsorship and advertising revenue generated pursuant to this

agreement shall be divided as follows: Sixty percent (60%) to City and forty percent (40%) to Lessee.

D. All agreement transactions shall take place at the office of the City of Lodi Finance Department, 212 West Pine Street, Lodi.

3) **CLEANLINESS UPON SURRENDER:**

It is understood that Lessee will return Tony Zupo Baseball Field in as good and clean condition as when received. Lessee shall have the option to use City provided labor to clean Tony Zupo Baseball Field at a rate of \$200.00 per game.

4) **CONCESSIONS:**

A. Lessee shall have the sole and exclusive right to all food and beverage concessions, including the sale of beer. Lessee shall be solely responsible for the provision of concession food, beverages and merchandise and for the staffing and operation of the concession operations at the baseball games played under this agreement.

B. Lessee shall pay the Boosters of Boys and Girls Sports ("BOBs") twenty percent (20%) of all gross concession revenue generated by Lessee at the baseball games played under this agreement. Lessee shall furnish an accounting to "BOBs" of all concession revenue generated by Lessee at the baseball games played under this agreement. This accounting shall be presented to "BOBs" within 30 days after the conclusion of the last game played under this lease agreement. Funds will be distributed, as required, within 45 days after the conclusion of the last game played under this agreement.

C. Lessee may sell game souvenirs (hats, pennants, balls, etc.) and game programs. Lessee shall retain all revenue generated from the sale of game souvenirs.

D. Net revenue generated from the sale of programs shall be divided as follows: Fifty percent (50%) to City and fifty percent (50%) to Lessee.

5) **SECURITY:**

Lessee will provide at least one (1) security guard. It is understood that Lessee will provide a game day coordinator that will act as City's main contact.

6) **FACILITIES:**

A. City agrees to provide access to the facilities prior to games at a time of Lessee's choosing. City will provide maintenance personnel as required during the games and until closing.

B. City agrees to maintain the present lighting system and the necessary electricity therefor and to maintain the field in a substantially good order and condition.

C. It is understood that Lessee will furnish and pay for any additional lighting that Lessee may require.

D. City agrees to provide the existing field lighting and locker room, and the Public Address System for use by Lessee for each game.

E. Public parking for each game shall be free of charge.

7) **YOUTH CLINIC:**

A. Lessee shall host a youth clinic at Tony Zupo Baseball Field to be coordinated with City's Parks and Recreation Department.

B. Lessee shall host a "D.A.R.E." program at Tony Zupo Baseball Field to be coordinated with City's Police Department.

8) **INSURANCE:**

Lessee is required to carry a policy of Comprehensive General Liability insurance in compliance with all of the provisions of the "Risk Transfer Requirements For Lease or Use of City of Lodi Facilities (4/93 (KE))", attached hereto as Exhibit A and incorporated herein by reference.

Lessee shall furnish the above-mentioned insurance and meet these requirements on or before one (1) month prior to said event (by Monday March 10, 1997) or will be required to purchase City-provided insurance at Lessee's expense.

9) **HOLD HARMLESS:**

Lessee shall save, keep and hold harmless the City of Lodi, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of operations at the baseball games, except those arising out of the exclusive negligence of the City, its officers, agents, employees or volunteers. Such indemnity shall include attorney's fees.

10) **COMPLIANCE WITH LOCAL ORDINANCES:**

Lessee agrees to meet security and traffic requirements as per local codes/ordinances and to contact and clear with the Lodi Chief of Police and Fire Marshal in writing the presence of said baseball games and any restrictions or requirements made by the Police and/or Fire Marshal.

11) **INSPECTION OF FACILITIES:**

Lessee has inspected all of the facilities contained within the Tony Zupo Baseball Field, finds them to be reasonably safe, suitable and sufficient for Lessee's purposes and accepts the condition of same as is.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a municipal
corporation

MODESTO ATHLETICS BASEBALL TEAM

H. DIXON FLYNN
City Manager

By: _____

BOOSTERS OF BOYS AND GIRLS
SPORTS ("BOBs")

By: _____

ATTEST:

APPROVED AS TO FORM:

JENNIFER M. PERRIN
City Clerk

RANDALL A. HAYS
City Attorney

CITY OF LODI - INTEROFFICE MEMORANDUM

TO: MAYOR AND COUNCIL MEMBERS
FROM: JANET S. KEETER, DEPUTY CITY MANAGER
SUBJECT: LODI HIGH SCHOOL BASEBALL TEAM
DATE: FEBRUARY 14, 1997
CC: CITY MANAGER AND PARKS AND RECREATION DIRECTOR

The major stumbling block to bringing the Modesto A's to Lodi for the six day event, thus far, has been the issue of finding facilities for the Lodi High School baseball team. It appears as though this issue has now been resolved and we are ready to play ball!

I have attached a copy of a letter provided to the Lodi High School Athletic Director from the Lodi High Baseball Coach detailing a proposal for their practice and game schedule. If you will note on the second page, Don indicates: "We do want to cooperate and feel that this would work for us with a minimum effect on our season." Parks and Recreation staff have worked with Don and agree that Don's proposal will also work for the City.