



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Master Lease Agreement Between the City of Lodi and the Lodi Grape Festival and National Wine Show Association, Inc., for Use of the Festival Grounds for the Period of July 1, 2001 to June 30, 2006

MEETING DATE: June 6, 2001

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution approving the master lease agreement between the City of Lodi and the Lodi Grape Festival and National Wine Show Association for use of the festival grounds from July 1, 2001 to June 20, 2006.

BACKGROUND INFORMATION: The Parks and Recreation Department has leased facilities from the National Wine Show Association for over 40 years for various indoor and outdoor programs. The proposed agreement includes use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field.

The term of the agreement is for five years, commencing on July 1, 2001 and ending June 30, 2006 with an annual lease payment of \$20,000. Staff recommends approving the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming.

FUNDING: 2001/02 Recreation Administration Operating Budget: \$20,000


Roger Baltz
Parks and Recreation Director

RB:svb

cc: City Attorney

APPROVED: _____


H. Dixon Flynn -- City Manager

05/24/01

**CITY OF LODI
AND
THE LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSOCIATION, INC.**

**MASTER LEASE OF FESTIVAL GROUNDS
JULY 1, 2001 TO JUNE 30, 2006**

LE A S E

THIS LEASE, made and entered into this 1st day of July, 2001 by and between the LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSOCIATION, INC., a non-profit corporation hereinafter called "Lessor," and the CITY OF LODI, a municipal corporation of the State of California hereinafter called "Lessee."

W I T N E S S E T H

WHEREAS, the real property hereinafter described is owned by the County of San Joaquin, a political subdivision of the State of California, and said property is under the management and control of Lessor for the purpose of conducting thereon the annual San Joaquin County Fair during the month of September of each year, for conducting a Spring Wine Show, and to otherwise use, possess and manage the County fairgrounds at all other times; and

WHEREAS, two buildings and an area to be known as the "soccer field" are available for the use of Lessee in the conduct of its recreational programs;

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

PART I

Lessor does hereby lease to Lessee Cabernet Hall and the Grape Pavilion, hereinafter called "buildings," and the "soccer field" for programs sponsored by and conducted under the supervision of the City of Lodi Parks and Recreation Department on the Lodi Grape Festival grounds situated in the City of Lodi, County of San Joaquin, State of California. Lessor grants Lessee the nonexclusive right to utilize necessary parking lot space and access routes to the buildings which are necessary to conduct its recreation program.

PART II

The term of this agreement shall be five (5) years, commencing on July 1, 2001 and ending June 30, 2006.

PART III

The Grape Pavilion shall be reserved for Lessee's use approximately:

1. October 23, 2001 through March 13, 2002
2. October 22, 2002 through March 18, 2003
3. October 21, 2003 through March 17, 2004
4. October 19, 2004 through March 16, 2005
5. October 18, 2005 through March 15, 2006

unless other dates are established by mutual written agreement prior to October 1 of each year. The hours Lessee may use the Pavilion shall be:

Monday through Friday 3 p.m. to 11 p.m.*
(providing there is no Tokay High School practice scheduled)

Monday through Friday 5 p.m. to 11 p.m.*
(on days when Tokay High School schedules practice)

Saturday 7 a.m. to 1 a.m. Sunday

Sunday 7 a.m. to 11 p.m.

(NOTE: On legal holidays falling on weekdays, weekend schedule shall be used)

*Lessor reserves the right to rent Pavilion to Tokay High School for basketball practice Monday through Friday until 5 p.m. Following receipt of Tokay High School practice schedule, Lessee may then use remaining weekday dates encompassed by this lease from 3 p.m. until 11 p.m.

Lessee may present a written request and schedule for dates it desires to use the Pavilion, other than those set out in this agreement, and if mutually agreed by Lessor and Lessee, such dates may be included as reserved dates for Lessee's use.

It shall be the responsibility of the Lessee to provide sufficient personnel to monitor crowd control, including policing of parking lot areas and grounds adjacent to the Pavilion to insure no disturbance of other lessees on the Festival grounds. Lessor shall have the right to pre-empt late night basketball when other facility lessees will be in the immediate vicinity of the Pavilion. Lessor will notify Lessee in advance of these pre-empted dates.

Cabernet Hall shall be reserved for Lessee's use from October 1 of each year through August 15 of the following year as follows:

Monday through Thursday 1 p.m. to 11 p.m.

PART V

It is hereby stipulated and agreed between the parties that the Grape Pavilion shall not be subleased by Lessor to any subtenant other than to Lodi Unified School District for the express purpose of high school basketball/volleyball practices. In the event that Lessor schedules a use of the Grape Pavilion by Lodi Unified School District, Lodi Unified School District will immediately thereafter provide custodial care and/or maintenance of the Pavilion in order to return it to Lessee in a condition satisfactory for Lessee's continued use. Lessor shall give notice of such use to Lessee at least 30 days in advance of event.

PART VI

Lessee agrees to exercise all reasonable care and supervision in the use of buildings and soccer field so that same will not be unreasonably damaged. Lessee agrees to repair or replace, at its own expense, any and all damage to Lessor's buildings, facilities and/or grounds caused by Lessee's activities. Lessee agrees to provide adequate qualified supervision at all times when using Lessor's indoor or outdoor facilities. Lessee agrees to clean up all areas used, outside and inside, including parking areas, on a daily basis, and all areas of the buildings and grounds are to be kept free of papers, cups, cans, bottles and other debris deposited as a result of Lessee's activities.

PART VII

It is expressly agreed and understood that this lease is for the use of the Lessee for its recreational programs and NO SUBLETTING or assignment of this lease is permitted. Any programs or activities other than the basketball and soccer programs shall first be approved by Lessor. Lessee shall have concession rights for its events only and may operate a concession during all applicable events under this lease specifically granted to Lessee. Concession shall comply with all health, fire and safety regulations, including no propane gas cooking inside the buildings.

PART VIII

Lessee does hereby agree to indemnify, defend and save Lessor free and harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time the Lessee is using the buildings, soccer field, facilities and grounds, except for claims for loss, damage, injury or liability to persons or property which arise from the acts of Lessor. For such claims the Lessor does hereby agree to indemnify, defend and save Lessee free

and harmless. Lessee agrees at all times during the continuance of this lease to maintain adequate public liability and property damage insurance covering it use, occupancy and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the Lessor, the County of San Joaquin, the State of California, and their agents, officers, servants and employees are named as additional insureds and that such liability policy or policies are primary insurance as to any similar insurance carried by Lessor. Lessee shall furnish Lessor with satisfactory proof of the carriage of insurance required by Lessor, and there shall be a specific contractual liability assumed by Lessee pursuant to this lease. Any policy of insurance required of Lessee under this lease shall also contain an endorsement providing that at least thirty (30) days notice must be given in writing to Lessor of any pending change in the limits of liability or of any cancellation or modification of the policy or policies.

In the event Lessee is self-insured, Lessee shall provide a certificate of self-insurance in a form satisfactory to Lessor.

PART IX

This lease shall be in full force and effect on and after the 1st day of July, 2001, and shall remain in full force and effect until the 30th day of June, 2006, unless earlier terminated. Termination may be effected at any time by mutual consent of both parties or by either party upon the furnishing of ninety (90) days written notice to the other. This lease may be modified by mutual consent of both parties.

PART X

This lease shall not have any force or effect unless or until approved by the Board of Supervisors of San Joaquin County and signed by the Chairperson thereof.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first hereinabove written.

LESSEE:

CITY OF LODI, a municipal corporation,

BY: _____

H. Dixon Flynn
City Manager

BY: *Roger Baltz*
Roger Baltz

Director, Parks & Recreation

ATTEST:

BY: _____

Susan Blackston
City Clerk

APPROVED AS TO FORM:

BY: *Randall A. Hays*
Randall A. Hays

City Attorney

LESSOR:

LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSOCIATION, INC.

BY: *Jean Rauser*
Jean Rauser

President, Board of Directors

BY: *Mark A. Armstrong*
Mark A. Armstrong

General Manager

APPROVED:

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

BY: _____

Dario Marengo
Chair, Board of Supervisors

ATTEST:

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
Of the County of San Joaquin,
State of California

BY: _____

Deputy Clerk

RESOLUTION NO. 2001-137

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
MASTER LEASE AGREEMENT BETWEEN THE CITY OF LODI AND
THE LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW
ASSOCIATION, INC., FOR USE OF THE FESTIVAL GROUNDS

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NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve the Master Lease Agreement between the City of Lodi and the Lodi Grape Festival and National Wine Show Association, Inc., for use of the Festival Grounds; and

BE IT FURTHER RESOLVED, that the term of the Master Lease shall be for the period of July 1, 2001 to June 30, 2006; and

BE IT FURTHER RESOLVED, that the City Council does hereby authorize the City Manager to execute said lease on behalf of the City of Lodi.

Dated: June 6, 2001

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I hereby certify that Resolution No. 2001-137 was passed and adopted by the Lodi City Council in a regular meeting held June 6, 2001 by the following vote:

- AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, Pennino and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk