



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to approve rental agreement with Lotus Communications for use of Grape Bowl (Stadium) and parking lot for soccer game

MEETING DATE: July 17, 2002

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council authorize City Manager to approve rental agreement with Lotus Communications for use of Grape Bowl (Stadium) and parking lot for soccer game.

BACKGROUND INFORMATION: Lotus Communications has requested to rent the Grape Bowl Stadium and parking lot for a professional soccer exhibition game.

The fee for rental of the facility is \$5,000 plus 10% of proceeds. These terms are included in the contract. Lotus Communications desires to sell alcohol at the event and will provide six (6) security personnel. They have agreed not to sell any beer after the end of half time. The Public Address (P.A.) system will be used and is anticipated to be from 8:00 p.m. to 10:30 p.m.

Keeping in mind the City goals for cost recovery, Parks and Recreation would like to pursue opportunities to produce revenue through the use of the Grape Bowl when it is in the City's best interest to do so. The event, if approved, would occur on July 27, 2002 (Saturday). The game will consist of two 45 minute halves and one 30 minute half time period.

A rental agreement for this event is attached for Council review and possible approval. Maintenance, clean up, deposits, capacity requirements, and insurance are all addressed in the agreement. The parking demands of the event may present a challenge and staff will work with LUSD and the Grape Festival official to make as much available as possible. Our Police Department and Fire Department have been informed of this possible event.

Jerry Adams
Jerry Adams
Police Chief

Roger Baltz
Roger Baltz
Parks and Recreation Director

Mike Pretz
Mike Pretz
Fire Chief

cc: City Attorney

APPROVED: *Janet Kottler*
Sh. Dixon Flynn -- City Manager

AGREEMENT
FOR USE OF LODI GRAPE BOWL (STADIUM) AND NORTH AREA PARKING LOT
ON VARIOUS DATES BY LOTUS COMMUNICATIONS
FOR THE PURPOSES OF CONDUCTING SOCCER GAMES

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PARTIES:

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, by and between the CITY OF LODI, a municipal corporation ("City"), and LOTUS COMMUNICATIONS ("Lessee").

WITNESSETH

WHEREAS, City is the owner of the Lodi Grape Bowl (Stadium) and North Area Parking Lot situated in Lawrence Park, Lodi, California; and

WHEREAS, the parties hereto are desirous of allowing Lessee to use said Lodi Grape Bowl (Stadium) and North Area Parking Lot for soccer games, and wish to reduce their agreement to writing.

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

1. **PREMISES:**

City grants to Lessee the right to use said Lodi Grape Bowl (Stadium) and North Area Parking Lot to conduct soccer games and associated parking sponsored by Lessee, on Saturday, July 27, 2002; and other dates as agreed upon by both parties.

2. **CONSIDERATION:**

A. Rental fee for Grape Bowl (Stadium) and North Parking Lot shall be \$5,000.00 per use plus 10% of all gross revenues. Rental fee will be paid as follows: \$1,000.00 due at least three (3) business days prior to each event date. All payments will be made by cashier's check. The balance of the rental fee and gross revenue reports shall be due no more than five (5) business days following each rental.

- B. A general deposit of \$1,000.00 is to be paid to the City of Lodi upon Lessee's signing of this contract. This deposit is to be applied to cover City's costs in providing maintenance personnel at the events, for any reports that may become necessary, or for cleanup costs that City may incur (and any additional work requested by Lessee), and shall not be deemed a limit on liability of Lessee. The Lessee must have on deposit the total of \$1,000.00 to be approved for any scheduled game or event.
- C. Reservation may be cancelled not later than five (5) days before the event and all deposits shall be returned less a cancellation fee of \$500.00.
- D. All agreement transactions shall take place at the office of the City of Lodi Parks and Recreation Department, 125 North Stockton Street, Lodi, California. Cashier's checks should be made payable to the City of Lodi.

3. CLEANLINESS UPON SURRENDER:

It is understood that Lessee will return the Stadium and North Area Parking Lot in as good and clean condition as when received. If said condition is not to the satisfaction of City and its representative, the general deposit will be used to bring same up to standard at cost to Lessee as covered in Section 2 above. It is also understood that the Lessee will arrange for delivery and pickup of a dumpster at Lessee's expense for each game for the express purpose of cleaning up the Stadium and North Area Parking Lot after each game.

4. CONCESSIONS:

- A. It is understood that the Lessee shall have the rights to all food concessions to include the dispensing/selling of beer and/or wine only. (No hard liquor may be dispensed or sold.) Lessee must secure, in writing, all appropriate State Alcoholic Beverage Control (ABC) licenses and clearance by the Lodi Chief of Police. These requirements are to be completed and supplied to City before the first event where alcohol is dispensed/sold.
- B. It is the responsibility of Lessee to clear with the San Joaquin County Health Department the setup of food-beverage facilities and meet said Health Department's requirements.

- C. Lessee agrees that no beer sales will occur after the end of half time break of any soccer game. Lessee also agrees that no more than two beers may be sold per transaction.

5. **SECURITY:**

It is understood that Lessee will provide at least one (1) security guard at each gate where tickets are sold. These security personnel will also perform crowd control. If alcohol is sold or provided, six (6) security people will be required. It is understood that Lessee will provide a game day coordinator that will act as City's main contact.

The designated capacity of the Grape Bowl (Stadium) is 7,500. It is the responsibility of Lessee to insure adequate gate and crowd control to insure compliance with authorized capacity.

6. **FACILITIES:**

- A. City agrees to provide access to the facilities prior to games at a time of Lessees choosing. City will provide one Maintenance Worker II before each game and also one part-time Maintenance Worker during the game and until closing.
- B. City agrees to maintain the present lighting system and the necessary electricity therefore and to maintain the field in a substantially good order and condition.
- C. It is understood the Lessee will furnish all field and major electrical needs for the games by furnishing appropriate generator or by separate contract with the City of Lodi Electric Utility Department to install (at Lessee's expense) an appropriate electrical service pole/source.
- D. It is understood that Lessee will clean up all garbage on the field, in the stands, and in the restrooms. It is understood that Lessee will provide portable toilets sufficient for the estimated attendance.
- E. City agrees to provide the field lighting, field house (locker room), and the press box with public address system for use by Lessee for each game. The City will also paint the field and install and remove the goals.

7. **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 of Use of City of Lodi Facilities", attached hereto as Exhibit A and incorporated herein by reference. Lessee shall furnish the above-mentioned insurance and meet these requirements on or before ten (10) days prior to said event, or will be required to purchase City-provided insurance at Lessee's expense.

8. **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, operation at the soccer games. Such indemnity shall include attorney's fees.

9. **COMPLIANCE WITH LOCAL ORDINANCES:**

Lessee agrees to meet securing 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 soccer games and any restrictions or requirements made by the Police and/or Fire Marshal.

10. **EMERGENCIES:**

Lessee has made appropriate first aid/emergency plans and will share those with the Fire Marshal to cover all spectators and participants and will issue that plan in writing with the Fire Marshal's signature thereon prior to the Stadium/Facility use before the first date of use.

11. **INSPECTION OF FACILITIES:**

Lessee has inspected all of the facilities contained within the Stadium and accepts the condition of same as is.

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

CITY OF LODI, a municipal corporation

LOTUS COMMUNICATIONS

H. DIXON FLYNN
City Manager

FRED GODINEZ

APPROVE AS TO FORM:



RANDALL A. HAYS
City Attorney

ATTEST:

SUSAN J. BLACKSTON
City Clerk

EXHIBIT A

CITY OF LODI RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City 30 DAYS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).
9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.

understood that Lessee will provide a game day coordinator that will act as City's main contact.

The designated capacity of the Grape Bowl (Stadium) is ~~11,000~~ It is the responsibility of Lessee to insure adequate gate and crowd control to insure compliance with authorized capacity.

Deleted: 7,500

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- D. It is understood that Lessee will clean up all garbage on the field, in the stands, and in the restrooms. It is understood that Lessee will provide portable toilets sufficient for the estimated attendance.

E. City agrees to provide the field lighting, field house (locker room), and the press box with public address system for use by Lessee for each game.

~~Lessee agrees that the public address system will not be utilized after 10:00~~

~~p.m.~~ The City will also paint the field and install and remove the goals.

7. 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 of Use of City of Lodi Facilities", 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, or will be required to purchase City-provided insurance at Lessee's expense.

8. 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, operation at the soccer games. Such indemnity shall include attorney's fees.