



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt resolution approving the master lease agreement between the City of Lodi and Lodi Grape Festival and National Wine Show Association for use of various festival ground facilities that will serve both indoor and outdoor recreational programs which will run for the period July 1, 2006 to June 30, 2011, at a lease rate of \$20,000 per year (PR)

MEETING DATE: May 3, 2006

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 various festival ground facilities for the period July 1, 2006, to June 30, 2011.

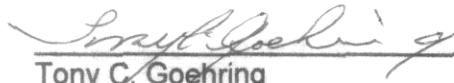
BACKGROUND INFORMATION: The Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for over 40 years for various indoor and outdoor programs. The proposed agreement includes use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field. Management of the Lodi Grape Festival has also been quick to accommodate our needs when other space and/or facilities are required.

The term of the agreement is for five (5) years, commencing on July 1, 2006, and ending June 30, 2011. The term and conditions are consistent with those of the previous agreement. The annual lease payment has been established at \$20,000, also consistent with the past agreement. There was no increase in the lease rate proposed for this five-year term.

Staff recommends approving the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming. The City Attorney has approved the agreement as to form.

FISCAL IMPACT: The execution of the lease obligates the City to make annual payments through June 30, 2011.

FUNDING AVAILABLE: 2006-2007 Recreation Administration Operating Budget: \$20,000



Tony C. Goehring
Parks and Recreation Director

Attachments

cc: City Attorney

APPROVED: 

Blair King, City Manager

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

MASTER LEASE OF FESTIVAL GROUNDS

JULY 1, 2006 TO JUNE 30, 2011

THIS LEASE, made and entered into this 18th day of January, 2006, 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."

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, and 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 programs.

PART II

The term of this agreement shall be five (5) years, commencing on July 1, 2006 and ending June 30, 2011.

PART III

A. **Grape Pavilion** shall be reserved for Lessee's use approximately:

October 17, 2006 through March 13, 2007
October 16, 2007 through March 18, 2008
October 21, 2008 through March 17, 2009
October 20, 2009 through March 16, 2010
October 19, 2010 through March 15, 2011

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	5 p.m. to 11 p.m.
Saturday	7 a.m. to 1 a.m. Sunday
Sunday	7 a.m. to 11 p.m.

(Lessee shall use the weekend schedule on legal holidays falling on weekdays.)

Lessor reserves the right to rent Pavilion for basketball practice Monday through Friday until 5 p.m. In the event Lessor schedules a use of the Pavilion to another user, that user or the Lessor will immediately thereafter provide custodial care and/or maintenance of the Pavilion in order to return it to Lessee in satisfactory condition for Lessee's continued use.

B. **Cabernet Hall** shall be reserved for Lessee's use from October 1 of each year through August 15 of the following year on: Monday through Thursday 4:30 p.m. to 11 p.m. Use of Cabernet Hall is reserved by the Lessor on Fridays, Saturdays and Sundays, and on the third Thursday morning of each month for use by San Joaquin County for surplus food distribution. Lessee may request to Lessor for special use on these days.

C. **Soccer Field** shall be reserved for Lessee's use from October 15 of each year through May 15 of the following year on: Monday through Friday, 5 p.m. to 11 p.m. Lessor shall have the right to pre-empt the Soccer Field when other facility leases may conflict. Lessee agrees to mow soccer field weekly throughout the year, and Lessee agrees to provide at least one (1) portable restroom for its own use and daily pickup of trash in the Soccer Field area during the lease period. Lessee shall also pay electrical charges for use of lights on the Soccer Field during periods of use designated in this lease.

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 buildings and Soccer Field to insure no disturbance of other lessees on the Festival grounds. Lessor shall have the right to pre-empt late night basketball in the Pavilion when other facility lessees will be in the immediate vicinity of the Pavilion. Lessor will notify Lessee in advance of these pre-empted dates.

Lessee shall be diligent in turning out lights, turning off heaters and/or coolers, and locking building doors and outside gates daily and nightly after each and every use. If this provision is not observed, Lessor shall bill Lessee for use of utilities beyond scheduled hours of use. Lessee shall provide Lessor with a complete list of all personnel, with their signature, who are issued keys to Lessor's facility. Lessee shall be billed \$50 (fifty dollars) for each key not returned to Lessor at end of each lease year.

PART IV

Lessee agrees to pay Lessor as rent for the buildings and soccer field the sum of \$20,000 (Twenty Thousand Dollars) annually for a period of five (5) years, commencing July 1, 2006 and ending June 30, 2011. This payment shall be in full satisfaction of all use of the buildings and soccer field by Lessee including cost of utilities (except as specified for electricity for soccer field in Part III of this agreement) and reasonable wear and tear. Lessee agrees to provide their own janitorial services as required. Any special flooring such as basketball floor, if required by Lessee, shall be provided, erected, maintained and dismantled by Lessee. Lessor shall assist Lessee by providing use of a forklift in the putting in and taking out of any basketball flooring. It is anticipated that said flooring may be put in place and removed on approximately the dates specified in Part III, unless other dates are established by mutual written agreement prior to October 1 of each year. Lessor agrees to make inside storage space available for two (2) basketball floors during the term of this lease.

PART V

Lessee agrees to provide adequate qualified supervision at all times when using any of Lessor's 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. Lessee agrees to repair or replace, at its own expense, any and all damage to Lessor's buildings, facilities, equipment and/or grounds caused by Lessee's activities.

PART VI

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 VII

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 which arise from the acts or omissions of Lessee, 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 its 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 VIII

This lease shall be in full force and effect on and after the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2011 unless earlier terminated 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. 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: _____
Tony Goehring
Director, Parks & Recreation

BY: _____
Blair King
City Manager

APPROVED AS TO FORM

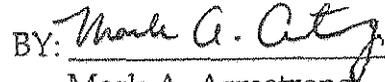
BY: 
Stephen Schwabauer
City Attorney

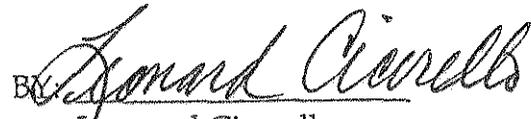
ATTEST:
Susan Blackston,
City Clerk

BY: _____

LESSOR:

LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSOCIATION, INC.

BY: 
Mark A. Armstrong
General Manager

BY: 
Leonard Cicerello
President, Board of Directors

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

BY: _____
Dario Marengo, Chair
Board of Supervisors

APPROVED AS TO FORM
TERRENCE R. DERMODY
County Counsel

BY: _____
Assistant County Counsel

ATTEST:
Lois M. Sahyoun
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

BY: _____

RESOLUTION NO. 2006-76

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING MASTER LEASE AGREEMENT WITH LODI
GRAPE FESTIVAL AND NATIONAL WINE SHOW FOR
USE OF FACILITIES FOR RECREATIONAL PURPOSES

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Master Lease Agreement between the City of Lodi and the Lodi Grape Festival and National Wine Show Association for use of various festival ground facilities that serve for both indoor and outdoor recreational programs for an annual lease payment of \$20,000; and

BE IT FUTURE RESOLVED that the City Manager and City Clerk are hereby authorized to execute said agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that said agreement shall be in effect for a five-year period, commencing July 1, 2006 and ending June 30, 2011.

Dated: May 3, 2006

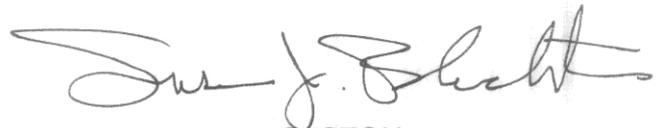
I hereby certify that Resolution No. 2006-76 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 3, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Johnson, Mounce,
and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk