

# COUNCIL COMMUNICATION

TO THE CITY COUNCIL  
FROM THE CITY MANAGER'S OFFICE

DATE  
March 17, 1986

NO.

SUBJECT: CONTRACT FOR USE OF STADIUM BY LODI UNIFIED SCHOOL DISTRICT

I would like to recommend that the Contract for use of the Stadium by the Lodi Unified School District be accepted as submitted.

This contract is being prepared to cover the agreement dates for use from September 1, 1986, to September 1, 1988, which is a two-year contract for the Grape Bowl, more commonly known as the Stadium.

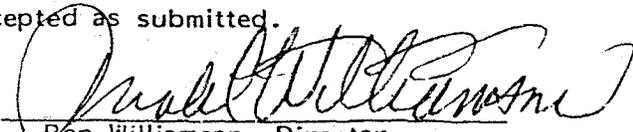
There are some basic changes to past agreements:

1. The base has been increased from \$275.00 to \$350.00 per use and/or increase of head figure from 35¢ per adult to 45¢ per adult, and from 5¢ per student to 15¢ per student, which is an across-the-board 10¢ per person increase.
2. Additionally we will update our electrical use charge rate to 7.0¢ per kilowatt hour from our past rate of 6.5¢ per kilowatt hour to show city cost increases. It will also be understood that any amount of increase above the 7.0¢ kilowatt hour will be passed on to the school district during this contract period.
3. All other uses of the Stadium facility by the school district will be at a cost basis to contract completion (i.e., graduation exercises, band practices, freshman football, night baseball or softball games).

The concession operation for these games will continue to be handled by the Associated Students of the two high schools. We do encourage the continuance of the high school football games to be played in the Stadium.

As you can readily see, the increases are in line with our costs as per our decision of January 10, 1986.

I recommend that this agreement be accepted as submitted.

  
Ron Williamson, Director  
Recreation and Parks Department

RW:jo  
encl.

## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the CITY OF LODI, a Municipal Corporation of the State of California, hereinafter called First Party, and LODI UNIFIED SCHOOL DISTRICT, hereinafter called Second Party;

### W I T N E S S E T H :

WHEREAS, First Party is the owner of the Stadium situated in Lawrence Park, Lodi California; and

WHEREAS, the parties are desirous of allowing Second Party to use said Stadium for school activities and wish to reduce their agreement to writing;

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

1) First Party does grant to Second Party the preferential right to use said Stadium for the conduct of football games or other events sponsored by Second Party for a period of two (2) years, commencing September 1, 1986 to September 1, 1988.

2) It is agreed that the primary use to which the Stadium will be put by Second Party is for football games; Second Party agrees to file with first Party its football schedule as soon as the same is determined each year. In the event Second Party desires to use said Stadium for additional purposes and at other times, then second Party agrees to notify City Manager of First Party of this fact and the dates of the proposed use. With respect to the use of said Stadium, Second Party understands that its right of use shall be subordinate to the prior claim and use of said Stadium by the Lodi Grape Festival and National Wine Show.

3) The consideration to be paid by Second Party to First Party shall be 7.0¢ per kilowatt hour or any increase that should occur during the dates of this agreement for all electricity actually used by Second Party, plus a guaranteed base of \$350.00, or 45¢ per each adult person and 15¢ for each high school age student, whichever is greater, for each football event that is sponsored by the Second Party when admission is charged. It is agreed that no charge shall be made for the team members, officials, participants, and police officers.

4) First Party agrees to maintain the present lighting system and the necessary electricity therefor and to maintain the playing field in a substantially good order and condition.

5) It is understood that the Associated Students of both high schools will operate the food concessions at said Stadium. It is hereby agreed that Second Party shall have an exclusive right to the operation of the concession stands and the sale of all foods and beverages, etc. during all performances sponsored by Second Party, and the Second Party shall be entitled to retain all the proceeds from the operations of said concessions. It is agreed that the provisions of this paragraph shall not apply in the event that the said concessions are granted or given to a private concessionaire but shall apply only in the event that students of said Second Party operate said concession.