

CITY COUNCIL MEETING
MARCH 20, 1985

CC6

Pg. 391

AGREEMENT WITH
LODI GRAPE AND
WINE FESTIVAL FOR
LAWRENCE PARK
PROPERTY DURING
FESTIVAL APPROVED

Following introduction of the matter by Staff, Council, on motion of Council Member Reid, Hinchman second approved Lease Agreement with the Lodi Grape and Wine Festival for Lawrence Park property during the Festival and authorized the Mayor and City Clerk to execute the subject agreement on behalf of the City.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

MARCH 11, 1985

SUBJECT: LEASE OF LAWRENCE PARK PROPERTY TO LODI GRAPE FESTIVAL DURING GRAPE AND WINE FESTIVAL

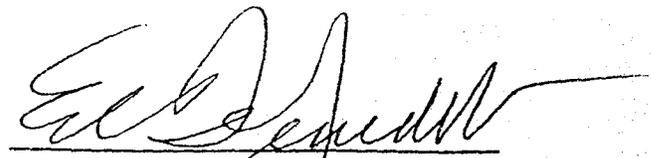
(Please place on agenda for March 20)

Attached please find a request by the Lodi Grape Festival and Wine Show for use of Lawrence Park Proper as per Item A on the attached drawing during Festival week.

In my explanation of February 11, 1985, I stated that we always have requests by vendors and various organizations to set up vending booths in the park. I feel this is in conflict with the Festival. Also, the Show is growing and soon the Festival will request of this area to be used as part of their production.

I can see no harm in leasing to them, particularly if they (the Festival) will care for the area and correct all damages, which I am sure will be no problem.

I sincerely recommend that this request be granted. It will be in the best interest of all concerned.



Ed DeBenedetti, Director
Recreation and Parks

ED:jd

Attach.

CITY COUNCIL

JOHN R. (Randy) SNIDER, Mayor
DAVID M. HINCHMAN
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

March 27, 1985

Lodi Grape Festival and National Wine Show
413 East Lockeford Street
Lodi, CA 95240

Gentlemen:

Enclosed herewith please find four executed Lease Agreements for your use of Lawrence Park during the Lodi Grape Festival and National Wine Show.

Please return a fully executed copy of this agreement to us at your earliest convenience.

Very truly yours,



Alice M. Reimche
City Clerk

AMR:jj
Enc.

LEASE

THIS LEASE, entered into this 20th day of March, 19 85.

by and between CITY OF LODI, a municipal corporation of the County of San Joaquin, State of California, LESSOR, and LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Joaquin, State of California, LESSEE.

WITNESSETH:

That for and in consideration of the rent to be paid and the covenants to be faithfully kept by Lessee as hereinafter reserved and contained, Lessor does hereby lease to Lessee the Lawrence Park property, as shown on Exhibit "A", attached hereto and incorporated herein by reference, situated in Pioneer Park in said City of Lodi, together with all structures used in connection therewith.

The period for which said Park and structure is so leased, is for such one of the weeks of the month of September of each year, as Lessee may select. The term of this lease shall be for a period of seven (7) years, with option for ten (10) additional years, commencing September of the year 1985 and ending with September of the year 1992. This lease may be extended for ten (10) years, provided that the Lessee notifies the Lessor of his intention to exercise this option and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year 1985 and ending with September of the year 1992.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said weeks of the

then ensuring year the Lessee desires for the use by Lessee of said Park.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such use as Lessee may conduct during said term, Lessee shall clean up the said Park by removing therefrom all debris which Lessee may have caused to be in or upon the said Park Property because of such use.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for RV parking and other uses as may be consistent with its program and retain all revenues derived from said use.

At other times, for special events, Lessee may be granted permission for use of said Park after Lessee has requested use of the Park through the Recreation and Parks Department. Lessee shall retain 75% of all revenues derived from any use of Lawrence Park granted by this lease, on the first six uses per year, and 50% on all other uses, not including the use by Lessee of the property during the Grape Festival wherein Lessee shall retain all revenue from use of said Park.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Park and structure during such time or times as it may use said Park and structure during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said leased premises or equipment without the written consent of

the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof, Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, parking and concessions of like kind and shall, during all uses, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this lease in duplicate the day and year herein first above written.

CITY OF LODI, a municipal corporation

By John R Snider
MAYOR

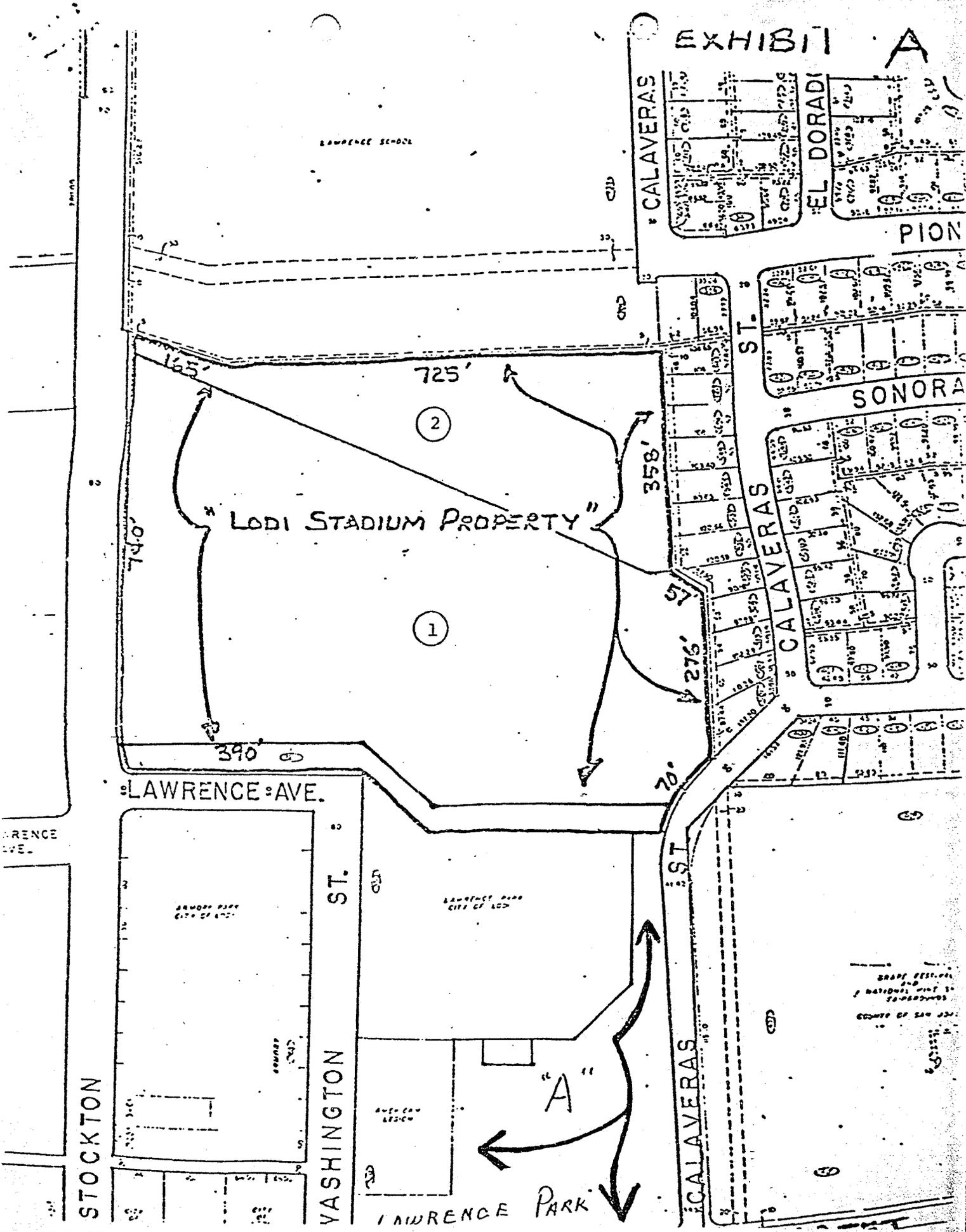
ATTEST:

Wesley M. Bencke
CITY CLERK

LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC.

By _____
PRESIDENT

By _____
GENERAL MANAGER



LAWRENCE SCHOOL

EXHIBIT A

CALAVERAS

EL DORADO

PION

SONORA

CALAVERAS

ST

CALAVERAS

ST

VASHINGTON

LAWRENCE AVE.

STOCKTON

2

1

A

LAWRENCE PARK

"LODI STADIUM PROPERTY"

740'

725'

358'

390'

276'

70°

LAWRENCE AVE.

NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CITY OF Lodi