

05-40

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CITY COUNCIL MEETING

April 1, 1981

B 390

CONTRACT WITH
BASEBALL, INC.,
APPROVED

py 3-10

Following introduction of the matter and Council discussion regarding the concession prices, Council, on motion of Mayor Pro Tempore McCarty, Pinkerton second, approved the proposed contract with Baseball, Inc., dba Lodi Dodgers and authorized the Mayor and City Clerk to execute the agreement on behalf of the City.

Baseball Inc.

Pepsi-

12 oz \$.50
16 oz .80

Beer

16-18 oz \$ 1.00

Hot Dog-

Standard \$.90
Korn Dog 1.00
Chili Dog 1.25

Sunflower Seeds \$.50

Peanuts \$.80

Popcorn .50

Coffee .40

Hot Chocolate .50

Ice Cream Sandwich .75

Candy - Theater Pack .60 → 65

Nachos- \$ 1.00

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT made and entered into this 1st day of April, 1981, by and between CITY OF LODI, a Municipal Corporation, hereinafter called Lessor, and _____, a California corporation, DBA Lodi Dodgers, hereinafter called Lessee.

WITNESSETH:

This Lease and Concession Agreement is hereby made upon the following terms:

(1) Lessor does hereby lease to Lessee the baseball diamond, office, bleachers, concession stand, dressing rooms, and all other facilities used in connection with the baseball diamond located at Lawrence Park, Lodi, California, for a term of one year, commencing January 1, 1981, and terminating on December 31, 1981.

(2) It is mutually agreed that this Lease contemplates that Lessee shall have the right to conduct California League Baseball games therein during the 1981 baseball season for approximately seventy (70) games and that during the remainder of the year all of the facilities except the concession stand and office may be used by Lessor or its permittees. The schedule of dates to be used by Lessee shall be those dates accepted and approved by the Recreation and Parks Director of the CITY OF LODI.

(3) Lessee covenants and agrees to pay as rent for the use of said facilities the sum of \$2,380.00, plus the sum of \$20.00 for each game played by Lessee during the term of this lease. Lessee covenants and agrees to pay \$1,250.00 of said rental on or before July 15, 1981, and the balance of said rental shall be paid on or before September 15, 1981.

(4) Lessee agrees to permit any person over the age of 65 years to be admitted to the baseball games to be staged by Lessee upon payment of a service charge of 50¢ per game, when said persons over the age of 65 years present to the Lessee a pass

which has been issued to him or her by the Director of Recreation and Parks of the CITY OF LODI.

(5) Lessee shall have the right to utilize the interior surfaces of the fences around the outfield of the diamond for advertising of a kind normally found in baseball parks. Lessor reserves the right to disapprove and cause the removal of any advertisements considered offensive or in bad taste by Lessor.

(6) Lessor agrees to maintain the park in accordance with its usual and customary practice, furnish and maintain lighting of the field, and shall be responsible for the clearing up of all of the leased facilities, including the dressing rooms.

(7) Lessee may not transfer or assign its rights to conduct baseball games within said Park without the prior written consent of Lessor, provided, however, that Lessee may assign this Lease to a subsidiary corporation or entity owned and controlled by Lessee or to the California Baseball League.

(8) The Lessee is hereby granted the exclusive right for the term of the Lease to operate said concession stand at all events held at Lawrence Park, whether such events are sponsored by Lessee or others under the following terms and conditions:

(a) Lessor shall not receive any monies from the sale of commodities by Lessee, which sales occur at the regularly scheduled baseball games sponsored by Lessee. From sales at all other events held in said park, Lessee agrees to pay Lessor 10% of the gross receipts which it or its assignee may receive from the sale of the goods and services that are subject to this concession license. Payment shall be made to Lessor on or before the 10th of each month. In this connection Lessee covenants and agrees to keep accurate records and books of account of all purchases and sales and does hereby grant to Lessor the right to examine and audit said books at any time that Lessor may desire.

(b) Lessee may assign this concession license but such assignment shall not relieve Lessee from seeing that the terms, covenants and conditions of this Agreement are

complied with and that true and accurate books of account are kept by any assignee.

(c) No merchandise shall be delivered to customers in bottles and all equipment necessary for the carrying out of this Agreement shall be provided by Lessee.

(d) The goods sold pursuant to this license, whether by Lessee or its assignee, are to be sold at a price not exceeding the maximum prices, and a price list shall be posted in a conspicuous place in the concession stand:

Soda water	50¢ per 16 oz. 75¢ per 20 oz. 1.25 per 32 oz.
Ice Cream Bars	35¢ per serving
Popcorn	50¢, 75¢, 1.25 per serving
Crackerjacks	35¢ per serving
Hot Apple Pies	50¢-75¢ per serving
Hot Dogs - 8"	70¢ per serving
Corn Dogs - 5"	70¢ per serving
Burritos	90¢ per serving
Bratwurst with kraut	90¢ per serving
Coffee and Tea	25¢ per 8-oz.
Ice Tea	35¢ per 6-oz.
Milk	50¢ per serving
Peanuts - Almonds - Sunflower Seeds	35¢ per serving
Tobacco	Price to be set
Cigarettes	75¢ per pack
Wine and Wine Coolers	75¢, 1.25 per serving
Beer (Draft or bottles)	75¢ per 14 oz. 1.25 per 32 oz.

Such other goods as the City Manager of Lessor may permit at the prices set by him.

Charges for services not listed herein shall be at prices set by the City Manager of Lessor.

(e) Lessee covenants and agrees to supply and have ready for sale the articles of service (of standard brands) required by the demands of the patrons of the events, games,

or exhibitions to be conducted in the Lawrence Park Baseball Stadium subject to these specifications and in sufficient quantity to satisfy such demands. Lessee shall have available for sale in sufficient quantities any beverages that may be required by the City Manager of Lessor.

(f) Lessee covenants and agrees that it will operate the licensed concession herein granted at all times when events, games or exhibitions are being held in the Lawrence Park Baseball Stadium stand during the effective dates hereinabove set forth.

(9) It is understood that the concession portion of this Agreement constitutes merely a license and that Lessee's right to continue hereunder shall continue only so long as each and every one of the terms, covenants, and conditions of this Agreement are kept. In the event of the failure of Lessee to comply with the terms of this Concession Agreement, the City Manager of Lessor shall have the right to terminate and cancel this Agreement after having given Lessee ten days' notice of the purported violations and Lessee's failure to correct the same within said 10-day period.

(10) Lessee shall carry a product liability insurance policy with Lessor named as one of the insureds in an amount of \$25,000 and will keep the said policy in effect during the term of this Agreement.

(11) Lessee shall provide and keep in force during the term of this Lease a policy of public liability insurance, insuring against damage or injury to persons or property arising or occurring during the periods of time that Lessee is conducting California League exhibition baseball games on the leased premises, with the limits of \$100,000 bodily injury to one person, \$300,000 injury to two or more persons from any one accident or occurrence, and \$25,000 for property damage. Said policy of insurance shall name the Lessor as an additional insured and shall contain a provision that the same may not be cancelled except after thirty (30) days' notice to the City Manager of Lessor. A copy of this policy or a Certificate from the insurance company shall be filed

PROPOSED CHARGES OF 1981 FOR USE OF LAWRENCE PARK BASEBALL DIAMOND
BY AND BETWEEN THE LODI LIONS BASEBALL CLUB INC. DBA LODI DODGERS
AND THE CITY OF LODI.

W O R K S H E E T

Due to increased cost to the City of Lodi for utilities and labor,
the following increases are recommended:

Labor over and above normal maintenance of field due to Dodger games,
based on average 65-day playing schedule:

46 dates, avg 2 hr. per day or 92 hrs @ \$5.00	\$ 460.00
19 dates, avg 5 hr. per day or 95 hrs @ \$5.00	475.00

(NOTE: 19 dates are weekend dates with more time
needed for cleanup and preparation.)

Utilities based on 10¢ per kilowatt hour per light:

80 lights, avg 3-hr. usage per game or \$8.00 per hr.	
or 168 hours @ \$8.00	1,345.00

Miscellaneous costs - gypsum, bases, etc.	100.00
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\$20.00 per date, avg 65 home dates	<u>1,300.00</u>
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TOTAL	\$3,680.00
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Avg payment past year	\$3,195.00
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NET INCREASE RENTAL	<u>\$ 485.00</u>
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Plus 10% of all concessions other than Dodger games

Est. Revenue	<u>700.00</u>
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GROSS TO CITY	\$4,380.00
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with the City Clerk after the same is approved by the City Attorney.

(12) It is understood and agreed that all buildings and permanent fixtures, including the office and concession building, are the property of the Lessor. Any permanent or attached improvements made to Lessor's buildings by Lessee shall immediately become the property of Lessor. In the event of damage by fire or other casualty to the buildings owned by Lessor, Lessor agrees to timely repair, replace, and restore any such damage during the term of this Lease. Lessor shall be under no obligation to replace or repair any of Lessee's personal property located on the demised premises. This includes, but is not limited to, the replacement of any wall unit air conditioning installed by Lessee. In the event of non-renewal of the within Lease, Lessee will be permitted to remove from the premises all of Lessee's personal property that has not become permanently affixed to Lessor's buildings.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their corporate names and seals the day and year first above written.

CITY OF LODI, a Municipal Corporation

By *Henry B. Johnson*
LESSOR (City Manager)

ATTEST:

By *Alice M. Reimche*
Alice M. Reimche, City Clerk

LODI LIONS BASEBALL CLUB, INC.

APPROVED AS TO FORM

Ronald M. Stein
Ronald M. Stein
City Attorney

By _____
LESSEE (President)

By _____
LESSEE (Secretary)

(Seal)

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT made and entered into this 17th day of December, 1980, by and between CITY OF LODI, a Municipal Corporation, hereinafter called Lessor, and Lodi Lions Baseball Club Inc., a California corporation, DBA Lodi Dodgers, hereinafter called Lessee.

WITNESSETH:

This Lease and Concession Agreement is hereby made upon the following terms:

(1) Lessor does hereby lease to Lessee the baseball diamond, office, bleachers, concession stand, dressing rooms, and all other facilities used in connection with the baseball diamond located at Lawrence Park, Lodi, California, for a term of one year, commencing January 1, 1981, and terminating on December 31, 1981.

(2) It is mutually agreed that this Lease contemplates that Lessee shall have the right to conduct California League Baseball games therein during the 1981 baseball season for approximately seventy (70) games and that during the remainder of the year all of the facilities except the concession stand and office may be used by Lessor or its permittees. The schedule of dates to be used by Lessee shall be those dates accepted and approved by the Recreation and Parks Director of the CITY OF LODI.

(3) Lessee covenants and agrees to pay as rent for the use of said facilities the sum of \$2,380.00, plus the sum of \$20.00 for each game played by Lessee during the term of this lease. Lessee covenants and agrees to pay \$1,250.00 of said rental on or before July 15, 1981, and the balance of said rental shall be paid on or before September 15, 1981.

(4) Lessee agrees to permit any person over the age of 65 years to be admitted to the baseball games to be staged by Lessee upon payment of a service charge of 50¢ per game, when said persons over the age of 65 years present to the Lessee a pass

which has been issued to him or her by the Director of Recreation and Parks of the CITY OF LODI.

(5) Lessee shall have the right to utilize the interior surfaces of the fences around the outfield of the diamond for advertising of a kind normally found in baseball parks. Lessor reserves the right to disapprove and cause the removal of any advertisements considered offensive or in bad taste by Lessor.

(6) Lessor agrees to maintain the park in accordance with its usual and customary practice, furnish and maintain lighting of the field, and shall be responsible for the clearing up of all of the leased facilities, including the dressing rooms.

(7) Lessee may not transfer or assign its rights to conduct baseball games within said Park without the prior written consent of Lessor, provided, however, that Lessee may assign this Lease to a subsidiary corporation or entity owned and controlled by Lessee or to the California Baseball League.

(8) The Lessee is hereby granted the exclusive right for the term of the Lease to operate said concession stand at all events held at Lawrence Park, whether such events are sponsored by Lessee or others under the following terms and conditions:

(a) Lessor shall not receive any monies from the sale of commodities by Lessee, which sales occur at the regularly scheduled baseball games sponsored by Lessee. From sales at all other events held in said park, Lessee agrees to pay Lessor 10% of the gross receipts which it or its assignee may receive from the sale of the goods and services that are subject to this concession license. Payment shall be made to Lessor on or before the 10th of each month. In this connection Lessee covenants and agrees to keep accurate records and books of account of all purchases and sales and does hereby grant to Lessor the right to examine and audit said books at any time that Lessor may desire.

(b) Lessee may assign this concession license but such assignment shall not relieve Lessee from seeing that the terms, covenants and conditions of this Agreement are

complied with and that true and accurate books of account are kept by any assignee.

(c) No merchandise shall be delivered to customers in bottles and all equipment necessary for the carrying out of this Agreement shall be provided by Lessee.

(d) The goods sold pursuant to this license, whether by Lessee or its assignee, are to be sold at a price not exceeding the maximum prices, and a price list shall be posted in a conspicuous place in the concession stand:

Soda water	^{50¢ per 12 oz} 8050¢ per 16 oz. 75¢ per 20 oz. 1.25 per 32 oz.
Ice Cream ^{Sundae} Bars	^{75¢} 25¢ per serving
Popcorn	50¢, 75¢ , 1.25 per serving
Crackerjacks ^{Nanatics}	^{100 per 100} 35¢ per serving
Hot Apple Pies	50¢-75¢ per serving
Hot Dogs - 8"	⁹⁵ 70¢ per serving
Corn Dogs - 5"	¹⁰⁰ 70¢ per serving
Burritos ^{Chili Dog}	^{1.25 per 100} 90¢ per serving
Bratwurst with kraut	90¢ per serving
Coffee and Tea	⁴⁰ 25¢ per 8-oz. ^{50¢}
Ice Tea	35¢ per 6-oz.
Milk	50¢ per serving
Peanuts - Almonds - Sunflower Seeds ^{Country - The 100 to 100}	^{80¢} 95¢ per serving ^{65¢}
Tobacco	Price to be set
Cigarettes	75¢ per pack
Wine and Wine Coolers	75¢, 1.25 per serving
Beer (Draft or bottles)	¹⁰⁰ ^{16-18 oz} 75¢ per 14 oz. 1.25 per 32 oz.

Such other goods as the City Manager of Lessor may permit at the prices set by him.

Charges for services not listed herein shall be at prices set by the City Manager of Lessor.

(e) Lessee covenants and agrees to supply and have ready for sale the articles of service (of standard brands) required by the demands of the patrons of the events, games,

or exhibitions to be conducted in the Lawrence Park Baseball Stadium subject to these specifications and in sufficient quantity to satisfy such demands. Lessee shall have available for sale in sufficient quantities any beverages that may be required by the City Manager of Lessor.

(f) Lessee covenants and agrees that it will operate the licensed concession herein granted at all times when events, games or exhibitions are being held in the Lawrence Park Baseball Stadium stand during the effective dates hereinabove set forth.

(9) It is understood that the concession portion of this Agreement constitutes merely a license and that Lessee's right to continue hereunder shall continue only so long as each and every one of the terms, covenants, and conditions of this Agreement are kept. In the event of the failure of Lessee to comply with the terms of this Concession Agreement, the City Manager of Lessor shall have the right to terminate and cancel this Agreement after having given Lessee ten days' notice of the purported violations and Lessee's failure to correct the same within said 10-day period.

(10) Lessee shall carry a product liability insurance policy with Lessor named as one of the insureds in an amount of \$25,000 and will keep the said policy in effect during the term of this Agreement.

(11) Lessee shall provide and keep in force during the term of this Lease a policy of public liability insurance, insuring against damage or injury to persons or property arising or occurring during the periods of time that Lessee is conducting California League exhibition baseball games on the leased premises, with the limits of \$100,000 bodily injury to one person, \$300,000 injury to two or more persons from any one accident or occurrence, and \$25,000 for property damage. Said policy of insurance shall name the Lessor as an additional insured and shall contain a provision that the same may not be cancelled except after thirty (30) days' notice to the City Manager of Lessor. A copy of this policy or a Certificate from the insurance company shall be filed

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BY AND BETWEEN THE LODI LIONS BASEBALL CLUB INC. DBA LODI DODGERS
AND THE CITY OF LODI.

W O R K S H E E T

Due to increased cost to the City of Lodi for utilities and labor,
the following increases are recommended:

Labor over and above normal maintenance of field due to Dodger games,
based on average 65-day playing schedule:

46 dates, avg 2 hr. per day or 92 hrs @ \$5.00	\$ 460.00
19 dates, avg 5 hr. per day or 95 hrs @ \$5.00	475.00

(NOTE: 19 dates are weekend dates with more time
needed for cleanup and preparation.)

Utilities based on 10¢ per kilowatt hour per light:

80 lights, avg 3-hr. usage per game or \$8.00 per hr.	
or 168 hours @ \$8.00	1,345.00

Miscellaneous costs - gypsum, bases, etc.	100.00
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\$20.00 per date, avg 65 home dates	<u>1,300.00</u>
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TOTAL	\$3,680.00
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Avg payment past year	\$3,195.00
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NET INCREASE RENTAL	<u>\$ 485.00</u>
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Plus 10% of all concessions other than Dodger games

Est. Revenue	<u>700.00</u>
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GROSS TO CITY	\$4,380.00
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with the City Clerk after the same is approved by the City Attorney.

(12) It is understood and agreed that all buildings and permanent fixtures, including the office and concession building, are the property of the Lessor. Any permanent or attached improvements made to Lessor's buildings by Lessee shall immediately become the property of Lessor. In the event of damage by fire or other casualty to the buildings owned by Lessor, Lessor agrees to timely repair, replace, and restore any such damage during the term of this Lease. Lessor shall be under no obligation to replace or repair any of Lessee's personal property located on the demised premises. This includes, but is not limited to, the replacement of any wall unit air conditioning installed by Lessee. In the event of non-renewal of the within Lease, Lessee will be permitted to remove from the premises all of Lessee's personal property that has not become permanently affixed to Lessor's buildings.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their corporate names and seals the day and year first above written.

CITY OF LODI, a Municipal Corporation

By *James P. Glavin*
LESSOR (City Manager)

ATTEST:

By *Alice M. Reimche*
Alice M. Reimche, City Clerk

LODI LIONS BASEBALL CLUB, INC.

APPROVED AS TO FORM

Ronald M. Stein
Ronald M. Stein
City Attorney

By _____
LESSEE (President)

By _____
LESSEE (Secretary)

(Seal)

Callen-UP
CITY COUNCIL

WALTER KATNICH, Mayor
JAMES A. McCARTY, Mayor Pro Tem
RICHARD L. HUGHES
ROBERT G. MURPHY
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
LODI, CALIFORNIA 95240
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

April 8, 1981

Mr. John Johns
Baseball, Inc.
350 N. Washington Street
Lodi, CA 95240

Dear Mr. Johns:

Enclosed please find Lease and Concession Agreement which was approved by the Lodi City Council at its regular meeting of April 1, 1981.

Please execute the copies that are forwarded herewith and return an original and one copy to us. Please make certain that the liability insurance information is provided as required in Sections 10 and 11 of this Lease and Concession Agreement.

We will return to you at the earliest possible date a fully executed copy of this agreement.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

AR:dg

Enc.

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT made and entered into this 1st day of April, 1981, by and between CITY OF LODI, a Municipal Corporation, hereinafter called Lessor, and BASEBALL, INC., a California corporation, DBA Lodi Dodgers, hereinafter called Lessee.

WITNESSETH:

This Lease and Concession Agreement is hereby made upon the following terms:

(1) Lessor does hereby lease to Lessee the baseball diamond, office, bleachers, concession stand, dressing rooms, and all other facilities used in connection with the baseball diamond located at Lawrence Park, Lodi, California, for a term of one year, commencing January 1, 1981, and terminating on December 31, 1981.

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(3) Lessee covenants and agrees to pay as rent for the use of said facilities the sum of \$2,380.00, plus the sum of \$20.00 for each game played by Lessee during the term of this lease. Lessee covenants and agrees to pay \$1,250.00 of said rental on or before July 15, 1981, and the balance of said rental shall be paid on or before September 15, 1981.

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	80¢ per 16 oz.
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Nachos	1.00 per serving
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IN WITNESS WHEREOF, the parties hereto have hereunto affixed their corporate names and seals the day and year first above written.

CITY OF LODI, a Municipal Corporation

By _____
LESSOR (City Manager)

ATTEST:

By _____
Alice M. Reimche, City Clerk

BASEBALL, INC., a California Corporation,
DBA LODI DODGERS

Approved as to Form

By _____
LESSEE (President)

Ronald M. Stein
City Attorney

By _____
LESSEE (Secretary)

(Seal)

PROPOSED CHARGES OF 1981 FOR USE OF LAWRENCE PARK BASEBALL DIAMOND
BY AND BETWEEN BASEBALL, INC., a California corporation, DBA LODI
DODGERS, and THE CITY OF LODI

W O R K S H E E T

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the following increases are recommended:

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