

# COUNCIL COMMUNICATION

|   |                      |     |
|---|----------------------|-----|
| TO THE CITY COUNCIL<br>FROM THE CITY MANAGER'S OFFICE   | DATE<br>July 1, 1987 | NO. |
| SUBJECT: Approve Master Agreement between Lodi Grape Festival and National Wine Show and the City of Lodi |                      |     |

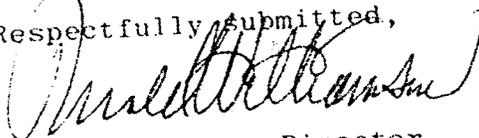
PREPARED BY: Director, Parks and Recreation

RECOMMENDED ACTION: That the City Council approve the attached Master Agreement between the Lodi Grape Festival and National Wine Show and the City of Lodi.

BACKGROUND INFORMATION: The Master Agreement has come due between the Lodi Grape Festival and National Wine Show and the City of Lodi, which addresses our uses of Chablis Hall and the Grape Pavilion for recreation programs and uses of said buildings. There have not been any major changes in the agreement except to better define dates and specific times of uses on a weekly basis, certificate of insurance language, the rent of \$13,000.00 per year, and the negotiating of same, and other general understanding of use.

This contract will run from July 1, 1987, to July 30, 1990, a period of three (3) years.

Respectfully Submitted,



Ron Williamson, Director  
Parks and Recreation

RW:jd  
Attach.

RESOLUTION NO. 87-75

RESOLUTION APPROVING CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE  
SHOW MASTER LEASE FOR FESTIVAL GROUNDS

RESOLVED, that the City Council of the City of Lodi does hereby approve City of Lodi and Lodi Grape Festival and National Wine Show Master Lease for Festival Grounds.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the agreement on behalf of the City.

Dated: July 1, 1987

I hereby certify that Resolution No. 87-75 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 1, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid, Snider  
and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
*Alice M. Reimche*  
Alice M. Reimche  
City Clerk

CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW

MASTER LEASE FOR FESTIVAL GROUNDS

JULY 1, 1987 TO JUNE 30, 1990

LE A S E

THIS LEASE, made and entered into this \_\_\_\_ day of July, 1987, by and between LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a nonprofit corporation, hereinafter called "Lessor", and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called "Lessee".

WITNESSETH:

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 Springtime Wine Show, and to otherwise use, possess and manage the county fairgrounds at all other times; and

WHEREAS, two buildings are available for the use of Lessee in the conduct of its recreational programs;

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

I

Lessor does hereby lease to Lessee ChablisHall and the Grape Pavilion, hereinafter called "Buildings", for programs sponsored by and

conducted under the supervision of the City of Lodi Recreation and Parks Department on the Lodi Grape Festival grounds situate in the City of Lodi, County of San Joaquin, State of California. Lessor grants Lessee the nonexclusive right to utilize necessary parking lot space, access routes to the Buildings, and the grounds appurtenant to the Buildings which are necessary to conduct its recreation program.

II

The term of this agreement shall be three (3) years, commencing on July 1, 1987 and ending June 30, 1990.

III

The Grape Pavilion shall be reserved for Lessee's use from approximately October 15 of each year through March 30 of the following year, unless other dates are established by mutual written agreement prior to October 1st each year. The hours Lessee may use the Pavilion shall be as follows:

|                        |                         |
|------------------------|-------------------------|
| Monday through Friday: | 5:00 p.m. to 11:00 p.m. |
| Saturday:              | 8:00 a.m. to 11:00 p.m. |
| Sunday:                | Noon to 11:00 p.m.      |

Lessor retains the right to use the Pavilion for times other than those designated above, which right includes renting the Buildings to others for their use, Lessor to require a certificate of insurance from rentor naming the City of Lodi, Lodi Grape Festival, State of California, County of San Joaquin and the California Fairs Insurance Authority as additional insureds. Lessee may present a written request and schedule for dates it desires to use the Pavilion other than the ones set out in this paragraph,

and if mutually agreed by Lessor and Lessee, such dates may be included as reserved dates for Lessee's use.

Chablis Hall shall be reserved for Lessee's use from October 1 of each year through August 15 of the following year. The days and hours shall be as follows:

Monday through Friday                      8:00 a.m. to 11:00 p.m.

Use of Chablis Hall is reserved for use by the Lessor on Saturdays and Sundays. Lessee may request to Lessor for special use on Saturdays and/or Sundays.

#### IV

Lessee agrees to pay Lessor as rent for the Buildings the sum of Thirteen Thousand Dollars (\$13,000.00) for a period of one (1) year commencing July 1, 1987 and ending June 30, 1988. The rental fee for each of the remaining two years of this lease shall be negotiated in January 1988 for the 1988-89 year and again in January 1989 for the 1989-90 year.

#### V

The payment referred to in Paragraph IV above shall be in full satisfaction of all use of the Buildings by Lessee, including costs of utilities and reasonable wear and tear. Lessee agrees to provide its own janitorial service as required due to their usage of the Buildings. Any special flooring such as a basketball floor, if required by Lessee, shall be provided by, erected and dismantled by Lessee. Lessor shall assist Lessee, by providing use of a forklift and its driver, who shall be Lessor's

employee, in the putting in and taking out of any basketball flooring. It is anticipated that such flooring may be put in place on or about the 15th day of October of each year and shall be removed no later than the 30th day of each March, unless other dates are established by mutual written agreement prior to October 1 each year. Lessor agrees to make inside storage space available for two basketball floors during the term of this lease.

Lessee shall be diligent in turning out lights, turning off heaters, and locking doors on buildings 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.

#### VI

In the event that Lessor schedules a use of the Buildings in accordance with this agreement and the basketball flooring is in place at the time of the use, Lessee shall provide a protective cover(s) for the basketball floor(s) and place and remove said cover(s) as required by such events. Lessor shall give notice of such use to Lessee at least 30 days in advance of event.

#### VII

The payment referred to in Paragraph IV above shall have no effect on any tax, fee or charge for service made by Lessee, and Lessor hereby agrees that all such taxes, fees and charges shall be paid upon demand in the manner prescribed by the applicable ordinance.

#### VIII

Lessee agrees to exercise all reasonable care and supervision in the use of Buildings, facilities and grounds so that same will not be

unreasonably damaged. Lessee agrees to repair or replace, at its own expense, any and all damage to Lessor's Buildings, facilities or grounds caused by Lessee's activities. Lessee agrees to provide adequate qualified supervision at all times when using Lessor's indoor or outdoor facilities or grounds. Lessee agrees to clean up all areas used, outside and inside, including parking areas, on a daily basis. 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.

#### IX

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, volleyball, dog, archery, and tiny tot programs shall first be approved by Lessor. Lessor shall retain all concession rights and may operate a concession during all applicable events under this lease specifically granted to Lessee for each event or activity. However, permission may be granted for Lessee to operate a special concession if application is made 30 days in advance to Lessor.

#### X

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, facilities and grounds. 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, its officers and employees, the County of San Joaquin, and the State of California 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 the 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.

#### XI

This lease supercedes existing lease, which would expire June 30, 1988.

The lease shall be in full force and effect on and after the 1st day of July 1987, and shall remain in full force and effect until the 30th day of June 1990, unless earlier terminated. Termination may be effected at any time 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.

#### XII

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 Chairman thereof.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first hereinabove written.

LESSEE

LESSOR

CITY OF LODI, a municipal corporation

LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a nonprofit corporation

By \_\_\_\_\_  
THOMAS A. PETERSON  
City Manager

By \_\_\_\_\_  
President

Attest:

By \_\_\_\_\_  
General-Manager

\_\_\_\_\_  
ALICE M. REIMCHE  
City Clerk

APPROVED

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

Approved As To Form:

By \_\_\_\_\_  
Chairman  
Board of Supervisors

Attest: JORETTA J. HAYDE  
Clerk of the Board of  
Supervisors of the County of  
San Joaquin, State of California

\_\_\_\_\_  
RONALD M. STEIN  
City Attorney

By \_\_\_\_\_ (SEAL)  
Deputy Clerk