

Pg 225

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CITY COUNCIL MEETING

JULY 7, 1982

AGREEMENT FOR LODI
GOLF DRIVING RANGE
APPROVED

Council approved an agreement between the City of Lodi and Bob Gassaway regarding Mr. Gassaway's operation of the Lodi Golf Driving Range, and authorized the Mayor and City Clerk to execute the subject agreement on behalf of the City.

A G R E E M E N T

THIS AGREEMENT made and entered into as of the _____ day of _____, 19_____, by and between the CITY OF LODI, a Municipal Corporation, hereinafter called First Party, and BOB GASSAWAY, hereinafter called Second Party.

W I T N E S S E T H:

First Party does hereby grant to Second Party the exclusive right to operate the golf driving range located at the Northwest corner of Highway 99 and Lockeford Street in the City of Lodi, State of California, for a term commencing _____, 19_____, and terminating at midnight on _____, 19_____, on the following terms and conditions:

1) As consideration for this Agreement, Second Party agrees to pay First Party a monthly rental of \$100.00 per month, payable monthly in advance. In addition thereto, Second Party covenants and agrees to do the following:

(a) Pay to First Party 10% of the gross revenue received for the rental of balls.

(b) Obtain public liability insurance in the minimum sums of \$500,000 and to at all times keep a Certificate of Insurance on file with the City Clerk of the City of Lodi.

(c) Not allow liquor or beer to be sold or consumed on the premises.

(d) Provide and furnish, free of charge, to patrons necessary golf clubs.

(e) Keep said range open to the public six days each week and at such hours on said days as shall be determined by the Recreation Director of the City of Lodi.

(f) Keep said premises in a clean and neat condition at all times and to properly and at reasonable times water the grass area of said driving range.

2) First Party covenants and agrees to do the following:

(a) Agrees to cut grass at driving range.

(b) Furnish, install, and replace all necessary light bulbs.

3) Second Party does hereby acknowledge that all improvements and structures located on said premises are the property of First Party.

4) Second Party does hereby acknowledge that he has read the Master Lease dated _____, 19_____, wherein Lodi Grape Festival and National Wine Show, Inc., is referred to as Lessor and First Party as Lessee and which lease covers the property hereinabove referred to. Second Party does hereby agree to be bound by the terms of said Master Lease insofar as said terms affect his operation and use of said property by Second Party.

5) In the event that Second Party fails to comply with any of the foregoing covenants and/or conditions, First Party shall then have the right to terminate and cancel this Agreement, it being understood and agreed that First Party shall be the sole judge as to whether the terms of this Agreement are being met.

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

CITY OF LODI, a Municipal Corporation

BY _____
Mayor
First Party

ATTEST:

BY _____
City Clerk

Approved:

Bob J. Casaway
Second Party

City Attorney

M E M O R A N D U M

TO: Alice, City Clerk
FROM: Ed DeBenedetti, Director, Recreation and Parks
RE: Golf Driving Range Contract
DATE: June 24, 1982

Dear Alice:

I would like to have the attached proposed contract put on your next City Council agenda for approval.

I am recommending that it be accepted for the next three years as it does perform a service for the City of Lodi for very little cost in comparison to other activities. The three year-contract will coincide with the master contract that was submitted by the Festival Association for renewal.

ED:jd

Attach.

COUNCIL COMMUNICATION

TO THE CITY COUNCIL
FROM THE CITY MANAGER'S OFFICE

DATE

June 24, 1982

NO.

SUBJECT Agreement on Golf Driving Range

Attached is an Agreement with the operator of the Golf Driving Range, which has been signed by Bob Gassaway.

I have also attached some background information regarding this operation, which should be helpful to you.

Personally, I would recommend that it be accepted for the next three years. Even though it is not a money-making proposition for the City of Lodi, it does perform a service for very little cost to the Department. In comparison to other activities such as baseball or basketball, it is more in the way of sustaining itself than many other activities.



Ed DeBenedetti, Director

Recreation and Parks

ED:jd

Attach.

5

June 22, 1982

Mr. Robert Gassoway
Lodi Golf Range
531 E. Lockeford
Lodi, CA 95240

Dear Eob:

Enclosed you will find three copies of the proposed Golf Range Contract. I will recommend a 3-year contract to coincide with the master contract that was submitted by the Festival Association for renewal.

You will note that the percentage remains the same, but we are increasing the rent from \$40.00 to \$100.00 per month. This seems like quite an increase, but based on our figures, the City loses approximately \$1,200.00 per year on the range, and this does not include any charges for mowing, light replacement, painting, screen repair, which will cost a great deal this coming year. I felt that I had to show a substantial increase in order to justify the operation.

Gross receipts from the range were:

\$ 480.00	Rent
\$1,575.00	Ball Rental in 1980-81

Net to the City after giving half to the Festival was:

\$ 787.00 plus \$480.00, or \$1,267.00

Our cost for water, utilities, sewer, and electricity amounted to \$1,641.58, plus some \$500.00 for miscellaneous costs and charges from other departments, such as, light replacement, and a variety of work we have to do. By this you can see that we are not even beginning to break even.

This contract is a proposal. If you agree, please sign all copies and return to me for presentation to the Council. If you disagree, I will be willing to talk to you or you can suggest a proposal. Regardless, it will be up to the Council to make the final decision. I feel I can recommend this agreement; anything less would be hard to back up.

Sincerely,

ED:jd
Enc.

Ed DeBenedetti, Director

7/7

A G R E E M E N T

THIS AGREEMENT made and entered into as of the 7th
day of July, 19 82, by and between the CITY
OF LODI, a Municipal Corporation, hereinafter called First Party,
and BOB GASSAWAY, hereinafter called Second Party.

W I T N E S S E T H:

First Party does hereby grant to Second Party the exclusive
right to operate the golf driving range located at the Northwest
corner of Highway 99 and Lockeford Street in the City of Lodi,
State of California, for a term commencing July 1,
19 82, and terminating at midnight on June 30, 19 85,
on the following terms and conditions:

1) As consideration for this Agreement, Second Party
agrees to pay First Party a monthly rental of \$100.00 per month,
payable monthly in advance. In addition thereto, Second Party
covenants and agrees to do the following:

(a) Pay to First Party 10% of the gross revenue
received for the rental of balls.

(b) Obtain public liability insurance in the minimum
sums of \$500,000 and to at all times keep a Certificate of
Insurance on file with the City Clerk of the City of Lodi.

(c) Not allow liquor or beer to be sold or consumed
on the premises.

(d) Provide and furnish, free of charge, to patrons
necessary golf clubs.

(e) Keep said range open to the public six days each
week and at such hours on said days as shall be determined by the
Recreation Director of the City of Lodi.

(f) Keep said premises in a clean and neat condition at all times and to properly and at seasonable times water the grass area of said driving range.

2) First Party covenants and agrees to do the following:

(a) Agrees to cut grass at driving range.

(b) Furnish, install, and replace all necessary light bulbs.

3) Second Party does hereby acknowledge that all improvements and structures located on said premises are the property of First Party.

4) Second Party does hereby acknowledge that he has read the Master Lease dated June 29, 19 82, wherein Lodi Grape Festival and National Wine Show, Inc., is referred to as Lessor and First Party as Lessee and which lease covers the property hereinabove referred to. Second Party does hereby agree to be bound by the terms of said Master Lease insofar as said terms affect his operation and use of said property by Second Party.

5) In the event that Second Party fails to comply with any of the foregoing covenants and/or conditions, First Party shall then have the right to terminate and cancel this Agreement, it being understood and agreed that First Party shall be the sole judge as to whether the terms of this Agreement are being met.

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

CITY OF LODI, a Municipal Corporation

BY Fred M. Reid
Fred M. Reid, Mayor
First Party

ATTEST:

BY Alice M. Reimche
Alice M. Reimche, City Clerk

Approved:

Ron Stein
Ron Stein, City Attorney

Bob J. Massey
Second Party