

CITY COUNCIL MEETING  
SEPTEMBER 4, 1985

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pg 21*

AGREEMENT WITH LODI  
GRAPE FESTIVAL AND  
NATIONAL WINE SHOW  
FOR USE OF THEIR  
FACILITY

RES. NO. 85-119

Council adopted Resolution No. 85-119 approving the Lease Agreement with the Lodi Grape Festival and National Wine Show for use of their facilities by the Recreation Department and authorized the Mayor and City Clerk to execute the subject document on behalf of the City.

# COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

August 16, 1985

SUBJECT:

LEASE AGREEMENT with Lodi Grape Festival and National Wine Show

Attached please find agreements to be renewed by and between the City of Lodi and the Lodi Grape Festival and National Wine Show for use of their facilities by the Recreation and Parks Dept.

I have reviewed this Agreement and it meets with my approval. Several items were deleted that were not beneficial to the Department, and the Festival Association agreed to remove said paragraphs.

I would also like to point out that over the years this has been a very satisfactory arrangement between the Department and the Festival Association. It makes some fine indoor facilities available, which we are in need of because school facilities are no longer available to us for the times and activities that we would like to promote.

I would hope that the Council would approve the Agreements and return them to me as soon as possible.



Ed DeBenedetti, Director  
Recreation and Parks Dept.

ED:jd

Attach.

3/4

RESOLUTION NO. 85-119

RESOLUTION APPROVING LEASE AGREEMENT WITH THE  
LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW  
FOR USE OF THEIR FACILITIES BY THE RECREATION AND PARKS DEPARTMENT

RESOLVED, that the City Council of the City of Lodi does hereby approve a Lease Agreement with the Lodi Grape Festival and National Wine Show for use of their facilities by the Recreation and Parks Department, a copy of which Agreement is attached hereto, marked Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the subject Agreement on behalf of the City.

Dated: September 4, 1985

I hereby certify that Resolution No. 85-119 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held September 4, 1985 by the following vote:

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

NOES: Council Members - None

ABSENT: Council Members - None

ATTEST:

*Alice M. Reimche*  
ALICE M. REIMCHE  
City Clerk

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L E A S E

THIS LEASE, made and entered into this \_\_\_\_\_ day of July, 1985, 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";

WITHNESSETH:

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 Exhibit Building B and the Grape Pavilion, hereinafter called "Buildings", for programs sponsored by and conducted under the supervision of the Lodi City Parks and Recreation 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.

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II

The term of this agreement shall be three (3) years, commencing on July 1, 1985.

III

The Grape Pavilion shall be reserved for Lessee's use from October 15 of each year through March 30 of the following year. The hours Lessee may use the Pavilion shall be as follows:

|                        |                   |
|------------------------|-------------------|
| Monday through Friday: | 5 p.m. to 11 p.m. |
| Saturday:              | 9 a.m. to 3 p.m.  |
| Sunday:                | Noon to 4 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. 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.

Building "B" 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 a.m. to 11 p.m. |
|-----------------------|-------------------|

Use of Building "B" 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, 1985 and ending June 30, 1986. The rental fee for each of the remaining two years of this lease shall be negotiated in May, 1986 for the 1986-1987 year and again in May, 1987 for the 1987-1988 year.

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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, 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. Lessor agrees to make storage space available for two basketball floors during the term of this lease.

Lessee shall be diligent in turning out light, 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

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.

VII

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

1 own expense, any and all damage to Lessor's Buildings, facilities or  
2 grounds caused by Lessee's activities. Lessee agrees to provide  
3 adequate qualified supervision at all times when using Lessor's indoor  
4 or outdoor facilities or grounds. Lessee agrees to clean up all areas  
5 used, outside and inside, including parking areas, on a daily basis.  
6 All areas of the Buildings and grounds are to be kept free of papers,  
7 cups, cans, bottles and other debris deposited as a result of Lessee's  
8 activities.

9 VIII

10 It is expressly agreed and understood that this lease is for the  
11 use of the Lessee for its recreational programs and NO SUBLETTING  
12 or assignment of this lease is permitted. Any programs or activities  
13 other than the basketball, volleyball, rifle, dog, archery, and tiny  
14 tots programs shall first be approved by Lessor. Lessor shall retain  
15 all concession rights and may operate concession during all applicable  
16 events under this lease specifically granted to Lessee for each event  
17 or activity. However, permission may be granted for Lessee to operate  
18 a special concession if application is made 30 days in advance to Lessor.

19 IX

20 Lessee does hereby agree to indemnify, defend, and save Lessor free  
21 and harmless from any and all claims for loss, damage, injury or liability  
22 to persons or property that may arise during the time the Lessee is  
23 using the Buildings, facilities and grounds. Lessee agrees at all time  
24 during the continuance of this lease, to maintain adequate public  
25 liability and property damage insurance covering its use, occupancy, and  
26 operation of said premises. Such policy or policies shall carry a  
27 specific endorsement providing that the Lessor, its officers and employees,

1 the County of San Joaquin, and the State of California are named as  
2 additional insureds and that such liability policy or policies are  
3 primary insurance as to any similar insurance carried by the Lessor.  
4 Lessee shall furnish Lessor with satisfactory proof of the carriage  
5 of insurance required by the Lessor, and there shall be a specific  
6 contractual liability assumed by Lessee pursuant to this lease. Any  
7 policy of insurance required of Lessee under this lease shall also con-  
8 tain an endorsement providing that at least fifteen (15) days' notice  
9 must be given in writing to Lessor of any pending change in the limits  
10 of liability or of any cancellation or modification of the policy or  
11 policies.

12 In the event Lessee is self-insured, Lessee shall provide a  
13 certificate of self-insurance in a form satisfactory to Lessor.

14 X

15 The lease shall be in full force and effect on and after the 1st  
16 day of July, 1985, and shall remain in full force and effect until the  
17 30th day of June 1988, unless earlier terminated. Termination may be  
18 effected at any time by mutual consent of both parties or by either  
19 party upon the furnishing of ninety (90) days' written notice to the  
20 other. This lease may be modified by mutual consent of both parties.

21 XI

22 This lease shall not have any force or effect unless or until  
23 approved by the Board of Supervisors of San Joaquin County and signed  
24 by the Chairman thereof.

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

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LESSOR

LODI GRAPE FESTIVAL AND NATIONAL  
WINE SHOW, a nonprofit corporation

By Charles H. Chapman  
President

By James Stewart  
General-Manager

LESSEE

CITY OF LODI, a municipal corporation  
of the State of California

By David Johnson  
Mayor

ATTEST:

Alvin M. Bumeke  
City Clerk

APPROVED

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

By \_\_\_\_\_  
EVELYN L. COSTA, Chairman  
Board of Supervisors

ATTEST: JORETTA J. HAYDE  
Clerk of the Board of Super-  
visors of the County of San  
Joaquin, State of California

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

APPROVED AS TO FORM  
Ronald M. Stein  
RONALD M. STEIN  
CITY ATTORNEY