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CITY COUNCIL MEETING  
SEPTEMBER 19, 1984

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*Ag-253*

RES. NO. 84-138

AGREEMENT WITH  
SCHOOL DISTRICT  
FOR USE OF  
STADIUM APPROVED

COUNCIL ADOPTED RESOLUTION NO. 84-138 APPROVING AN AGREEMENT WITH THE LODI UNIFIED SCHOOL DISTRICT FOR USE OF THE STADIUM AND AUTHORIZED THE MAYOR AND CITY CLERK TO EXECUTE THE SUBJECT AGREEMENT ON BEHALF OF THE CITY.

# COUNCIL COMMUNICATION

TO THE CITY COUNCIL  
FROM THE CITY MANAGER'S OFFICE

DATE  
September 13, 1984

NO.

SUBJECT CONTRACT for use of the Stadium by Lodi Unified School District

I would like to recommend to the City Council that the contract for use of the Stadium by Lodi Unified School District be accepted as submitted.

The only change that is being requested is that the charge for electricity be raised from 5.5¢ per kilowatt hour to 6.5¢ per kilowatt hour.

This charge is negligible and should not increase the schools' costs very much.

We are recommending that the base charge of \$275.00 or 35¢ per each adult person and 5¢ for each high school age student, whichever is greater, be continued.

We are also recommending that the Associated Students of both high schools operate the concession stands for their benefit at the football games.

I recommend that this agreement be accepted as submitted.



Ed DeBenedetti, Director  
Recreation and Parks

RESOLUTION NO. 84-138

RESOLUTION APPROVING AN AGREEMENT WITH THE LODI UNIFIED SCHOOL DISTRICT FOR USE OF THE STADIUM AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUBJECT AGREEMENT ON BEHALF OF THE CITY OF LODI

BE IT RESOLVED that the City Council of the City of Lodi does hereby approve an Agreement with the Lodi Unified School District for the use of the Stadium commencing September 1, 1984. A copy of which agreement is attached hereto identified as Exhibit "A" and thereby made a part hereof.

NOW THEREFORE, 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 of Lodi.

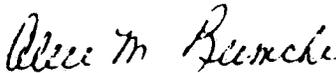
Dated: September 19, 1984

I hereby certify that Resolution No. 84-138 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 1984 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into this 19th day of September, 1984, by and between the CITY OF LODI, a Municipal Corporation of the State of California, hereinafter called First Party, and LODI UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN COUNTY, hereinafter called Second Party;

W I T N E S S E T H :

WHEREAS, First Party is the owner of the Stadium situated in Lawrence Park, Lodi, California; and,

WHEREAS, the parties hereto are desirous of allowing Second Party to use said Stadium for school activities and wish to reduce their agreement to writing;

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

- 1) First Party does grant to Second Party the preferential right to use said Stadium for the conduct of football games or other events sponsored by Second Party for a period of one year, commencing September 1, 1984.
- 2) It is agreed that the primary use to which the Stadium will be put by Second Party is for football games; Second Party agrees to file with First Party its football schedule as soon as the same is determined each year. In the event Second Party desires to use said Stadium for additional purposes and at other times, then Second Party agrees to notify City Manager of First Party of this fact and the dates of the proposed use. With respect to the use of said Stadium, Second Party understands that its right of use shall be subordinate to the prior claim and use of said Stadium by the Lodi Grape Festival and National Wine Show.
- 3) The consideration to be paid by Second Party to First Party shall be 6.5 cents per kilowatt hour for all electricity actually used by Second Party, plus a guaranteed base of \$275.00 or thirty-five cents (35¢) per each adult person and five cents (5¢) for each high school age student, whichever is greater, for each football event that is sponsored by the Second Party when admission is charged. It is agreed that no charge shall be made for the team members, officials, participants, and police officers.
- 4) First Party agrees to maintain the present lighting system and the necessary electricity therefor and to maintain the playing field in a substantially good order and condition.
- 5) It is understood that the Associated Students of both High Schools will operate the food concessions at said Stadium. It is hereby agreed that Second Party shall have an exclusive right to the operation of the concession stands and the sale of all foods and beverages, etc. during all performances sponsored by Second Party and the Second Party shall be entitled to retain all the proceeds from the operations of said concessions. It is agreed that the

provisions of this paragraph shall not apply in the event that the said concessions are granted or given to a private concessionaire but shall apply only in the event that students of said Second Party operate said concession. In the event that the said concessions are to be operated by a private concessionaire, then and in that event, said concessions shall be entirely under the control and jurisdiction of First Party, who retains the right to grant private contracts to concessionaires for the operation of said facilities.

6) Second Party covenants and agrees to indemnify and save First Party free and harmless from any and all liability or claims of any kind or character for damages or injury to persons or property that may or might occur as a result of Second Party's operation of the premises covered by the within lease arising out of negligent acts of Second Party, their agents or employees. Second Party agrees to maintain public liability and property damage insurance covering the operation of said premises during the term hereof.

7) Second Party has inspected all of the facilities contained within said Stadium and accepts the condition of same "as is."

8) Second Party agrees to furnish to First Party on or before November 15 of each year a full and complete accounting statement of all monies owing to the City of Lodi hereunder and Second Party agrees to pay First Party, when billed, the cost and amount of the electricity furnished to Second Party.

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first hereinabove written.

City of Lodi

By John R. Snider  
Randy Snider, Mayor

Attest:

Alice M. Reimche  
Alice M. Reimche  
City Clerk

LODI UNIFIED SCHOOL DISTRICT OF  
SAN JOAQUIN COUNTY

Approved as to Form

Ron Stein  
Ron Stein  
City Attorney

By Joan L. Pipes  
Business Manager

Attest:

Clerk of the Board of Trustees  
of said District