

RESOLUTION NO. 1370

A RESOLUTION AMENDING THE CONCESSIONAIRE DETERMINATION PROCESS

WHEREAS, the City of Troutdale passed Resolution 1308 approving a food concession agreement with Reynolds Little League for Columbia Park on 4-10-97 and

WHEREAS, the City of Troutdale has a concession facility at the Columbia Park Building and

WHEREAS, the objectives for serving the public and generating revenue are foremost and

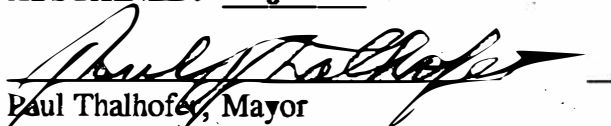
WHEREAS, an application and permit process provides a timely, effective and standardized process and

WHEREAS, more opportunities for non-profit local community groups will be made available for fundraising which contributes to community benefits,

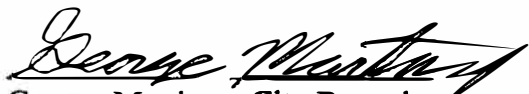
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the process for determining concession operation at the Columbia Park Building will be an application and permit agreement process as represented in the forms and documents known as 'Concession Permit Application' and 'Concession Permit Agreement' and that city staff is directed to review and process the agreements based upon previously established criteria found within the 'Concession Permit Agreement'.

YEAS: 6
NAYS: 0
ABSTAINED: 0


Paul Thalhof, Mayor

Dated: 4-17-98


George Martinez, City Recorder

Adopted: 4-14-98

**AGENDA ITEM - STAFF REPORT
TROUTDALE CITY COUNCIL MEETING**

SUBJECT: Columbia Park Concession

AGENDA DATE: March 10, 1998

DEPARTMENT: Community Development, Parks & Facilities Division

STAFF CONTACT: Valerie Lantz, Parks & Facilities Superintendent

Exhibits:

A - Food Concession Agreement with Reynolds Little League

B -

C -

BACKGROUND

1997 was the first year to operate Columbia Park with the concession facility open. Last year's open bid process resulted in two bids. One by a private business and the other by Reynolds Little League (RLL). The RLL was awarded the bid. RLL installed improvements and equipment that contributes to the facilities ability to function.

The RLL contract covered April through September. RLL operated the concession April Through July. The concession was not operated during August and September.

The community service and revenue producing goals remain. However, a change in the approach to concession operations is recommended. Changing from an open bid process where one concessionaire is awarded an entire season to a permit process that city staff administers based on terms similar to those confirmed in RLL agreement (See Exhibit A). Several non-profit, community service groups could operate the concession facility through the summer season. For example, RLL from April through July, then Soccer Club August through September, then other non-profit groups as interested.

City staff can permit and schedule concessionaires based on terms established in the previous bid process. County, State Fairgrounds, and expo centers operate their facilities on a similar basis.

RECOMMENDATION

Rather than award a concession to one organization, staff recommends using a concession permit process allowing a variety of organizations to operate the concession stand through the summer season.

FOOD CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1998, between THE CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter referred to as "Troutdale" and Reynolds Little League, hereinafter referred to as "Concessionaire".

WITNESSETH:

WHEREAS, there is an apparent need to provide food, beverages and other items to persons using Columbia Park, and

WHEREAS, Troutdale desires to grant a concession business within the park to meet this need, and

WHEREAS, Concessionaire desires to provide concession services to meet this need, and

WHEREAS, Concessionaire has applied to the City of Troutdale to operate a concession within Columbia Park and the City Council has agreed to grant such;

NOW, THEREFORE, IT IS AGREED:

1. **TERM:** This agreement shall commence and be effective April 9, 1997 and shall continue until and through September 30, 1997, unless sooner terminated under the terms of this agreement. An extension through October is possible and dependant upon weather and attendance.
2. **SCOPE OF CONCESSION:** The Concessionaire is hereby granted the exclusive right to operate a food and non-alcoholic beverage concession within Columbia Park. Subject to the terms of this agreement the Concessionaire shall have the right to sell food, non-alcoholic beverages and other items as listed in "Attachment A".
3. **TIME AND PLACE OF OPERATION:** Within Columbia Park the Concessionaire shall have the right to use the concession kitchen located in the Columbia Park building. The Concessionaire shall be open for business no sooner than 8:00 a.m. and shall close no later than 9:00 p.m. Location of mobile outdoor barbecue for special events shall be approved on site by the Troutdale Parks Superintendent.
4. **CONCESSION FEE:** The Concessionaire shall pay the City of Troutdale for the rights and privileges extended under this agreement. The fee shall be 12% of the gross sales. Concessionaire shall forward monthly, a check for 12% of the preceding monthly

FOOD CONCESSIONAIRE AGREEMENT

period's concession receipts to the City of Troutdale Finance Department. The concession fee shall be due and payable within five calendar days after the close of the preceding monthly period. Cash register receipts shall be attached to the payment with a daily breakdown.

5. **LICENSES:** The Concessionaire shall obtain all necessary licenses, permits and certificates required for the business to be operated and shall comply with all laws and ordinances pertaining thereto. In the event the Concessionaire fails to maintain any licenses, permits or certificates required to do business, the City of Troutdale may terminate this agreement immediately upon written notice. Concessionaire shall accommodate County Health inspections.
6. **OTHER CONCESSIONAIRES:** No other concessionaires shall be granted a food and beverage concession within Columbia Park during the term of this agreement. However, the City may from time to time authorize the operation of a concession or food sales by a nonprofit organization in conjunction with special fund raising events sponsored by such organizations or it may authorize any concession or food sales operated in conjunction with scheduled community events held within the park.
7. **PARK FACILITIES:** The City shall provide access to the Columbia Park buildings' concession kitchen room. A three (3) bin sink and counters are located in the room. Any changes to the building, electrical or mechanical components shall be by approval from the Parks Superintendent. Concessionaire shall be responsible for obtaining any required building permits. Fees associated with such permits shall be paid by City.
8. **CONCESSIONAIRE'S EQUIPMENT:** The Concessionaire shall be required to furnish food service equipment. The equipment must be approved by the Parks Superintendent as to suitability. All such fixtures or equipment shall be clean and neat in appearance and shall be painted or decorated in a fashion which is compatible and suitable to the kitchen environment. The Concessionaire shall bear all risk of loss or damage to this equipment and shall have the affirmative duty under this agreement to provide for the security and safekeeping of such equipment. See Attachment "B" for approved equipment list.
9. **UTILITIES:** The Concessionaire shall not be permitted to operate a portable or self-contained electric generator. The Concessionaire shall provide or pay for 30% of gas and electric utilities during months of operation. The City will provide a monthly utility statement setting forth the amount due from concessionaire. The billings are based on meter readings at the premises for electricity and gas. The amount billed shall be due and payable within ten (10) calendar days following the invoice billing date.
10. **SANITATION AND CLEAN UP:** The Concessionaire shall provide proper containers for trash, garbage and recyclable materials and shall keep the premises free and clear of rubbish, debris and litter at all times. It is mutually agreed that a substantial portion of

FOOD CONCESSIONAIRE AGREEMENT

the consideration for the granting of this concession is the maintenance of the premises in a clean and presentable condition at all times. The grease trap located below the sink shall be maintained by the Concessionaire. Requirements of Multnomah County Health Department codes for sterilization will be strictly followed. Outside tables will be wiped down. Refrigeration/freezer shall be cleaned weekly. Litter shall be picked up daily around the ballpark and parking lot. Restrooms will be checked for cleanliness a minimum of three times per day on weekends. Failure to observe the foregoing conditions and requirements shall constitute cause for cancellation of this concession agreement by the City of Troutdale. The City of Troutdale may charge for the costs of special clean up necessary should the Concessionaire fail to reasonably perform. See Attachment C for Standard Maintenance Management procedures. The 12% stipulated in paragraph four of this agreement represents a 3% reduction of the gross sale fee in exchange for restroom coverage. Lack of performance as described in the standard maintenance procedure is subject to loss of the reduction.

11. **ASSIGNABILITY:** This agreement may not be transferred or assigned without the prior written consent of the City of Troutdale. An administrative fee of \$200.00 will be charged for such transfer. Failure to comply with this provision will result in termination of the agreement.
12. **CANCELLATION:** The City of Troutdale reserves the right to cancel this agreement at any time for good cause or if the service proves unsatisfactory. Good cause for cancellation shall be found to exist in the event any of the terms and conditions of this agreement are violated by the Concessionaire. In addition, the City of Troutdale through the Parks Superintendent may cancel this agreement if such conditions exist which are harmful to the health, welfare and safety of the general public or in the event the Concessionaire, its agents or employees fail to conduct the concession in a fashion deemed to be fit and proper in the sole opinion of the Parks Superintendent.
13. **SIGNS:** No sign shall be constructed, erected, installed or placed for purposes of advertising the business or its products without first being reviewed and approved by the Community Development Director for compliance to the City of Troutdale sign code.
14. **VENDING:** Vending will be permitted only at the discretion of and subject to regulation and control by the City of Troutdale.
15. **PRODUCTS:** Products the Concessionaire is allowed to sell are listed in Attachment A. Any products in addition to those listed in Attachment A to be sold by the Concessionaire must be approved by the Parks Superintendent.
16. **INSURANCE (PUBLIC AND PRODUCT LIABILITY):** The Concessionaire agrees to maintain such public liability and property damage insurance, including products liability, as will protect the Concessionaire and the City of Troutdale from any and all claims for

FOOD CONCESSIONAIRE AGREEMENT

damage or bodily injury, including death, which may arise from operation under this agreement or in connection therewith, including all operations of subcontractors. Such insurance shall provide coverage of not less than \$300,000 for bodily injury, or death, for a single claimant per occurrence, \$500,000 for property damage for any number of multiple claimants per occurrence, or a single limit policy of not less than \$500,000 per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insureds the City of Troutdale, its officers and employees and shall further provide that said policy shall not terminate or be canceled prior to the completion of this agreement without thirty (30) days prior written notice to the City Administrator of Troutdale. Certificates evidencing such insurance shall be filed with the City of Troutdale and shall be subject to the approval of the City Attorney of Troutdale as to the adequacy of protection to the City of Troutdale. Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each but nothing herein shall operate to increase the insurer's liability as set out elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

17. **HOLD HARMLESS:** The Concessionaire agrees to and shall indemnify and hold the City of Troutdale harmless against any and all claims and demands arising from the negligence of the Concessionaire's failure to comply with any covenant of this concessionaire agreement on its part to be performed and shall at its own expense defend the City of Troutdale against any and all suits or actions arising out of such negligence, actual or alleged, all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City of Troutdale in any such suit action.
18. **TERMINATION:** In the event that the Concessionaire shall fail to comply with any of the terms and conditions of this agreement, the City of Troutdale reserves the right to terminate immediately the agreement by mailing written notice of the breach to the Concessionaire, addressed to the Concessionaire's last address on file with the City Recorder. The Concessionaire shall have seven (7) days after receiving such notice to vacate the premises. If the Concessionaire voluntarily terminates the agreement or if the agreement is terminated by the City of Troutdale for any cause, the Concessionaire shall forfeit all amounts paid to the City of Troutdale.
19. **AUTHORITY OF THE PARKS SUPERINTENDENT:** The Troutdale Parks Superintendent shall have the authority to act in behalf of the City of Troutdale to do all

FOOD CONCESSIONAIRE AGREEMENT

things required to be done by the City of Troutdale herein and to enforce the provisions hereof by the City of Troutdale.

20. INTERNAL CONTROL PROCEDURES: In order to safeguard assets, the Concessionaire agrees to follow the internal control procedures outlined in Attachment D.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by the signatures of their authorized agents below.

Mayor, City of Troutdale

Date

Concessionaire

Date

Attachment "B" List

Facilities & Equipment

Hot Cooker
Popcorn Maker
Snow Cone Machine
Dishwasher
Microwave Oven
Hot Plate
Coffee Maker
Pizza Ovens
Refrigerator/Freezer
Nacho Cheese Warmer
Ice Maker
Cash Register
Soda Dispenser

Install

Cabinets
Shelving for displaying items

Attachment "A" List

Foods/Price

Hot Dogs
Polish Dogs
Pizza Slice
Pizza Whole
Chips w/cheese
Chili
Chips
Candy
Nuts
Fresh Fruit
Granola Bars
Meat Snacks
Cotton Candy
Soda Pop
Coffee
Tea
Cocoa
Bottled Water
Flavored Water
Juices
Sports Drink
Ice Cream Products
Yogurt Products
Pop Corn
Snow Cones
Cappuccino Mix

Special Events

Hamburgers

Attachment "C"

COLUMBIA PARK RESTROOMS

MAINTENANCE MANAGEMENT PROGRAM

Objective:

- Functional, Clean, Safe

Description:

- Restrooms will be inspected a minimum of three times daily. Once at opening, once mid-day and final near end of work day.
- Opening inspection will include a complete cleaning. This will include, but not be limited to; floors swept of debris, waste cans emptied, paper products and soap restocked, toilets, sinks, and urinal cleaned inside and outside. Stall divider and doors wiped down. Floors and wall areas adjacent to toilets and urinal mopped. Mid-day and end of day inspections will require clean-up and restocking as needed.
- Vandalism of restrooms will be attended to immediately. Vandalism that cannot be responded to immediately will be corrected within 24 hours.
- Fixtures damaged will be taken out of service until repairs or replacement is complete.
- Damage to restroom that result in unsafe or unsanitary conditions will require closure of the restroom until repairs are complete.
- Restroom doors will lock and unlock automatically via a timer and magnetic locks.
- Opening time 8:00 am, closing time is dusk. Timer will be set to current sunset time once a week. Sensors installed in the restrooms above doors will allow exit if timed door lock engages.
- Equipment/Tools required: Mop, broom, dust pan, mop bucket, hose nozzle, garbage can, gloves, toilet brush, sponge, squeegee, 5 gallon bucket. These items are stored in the storage room. Limited entry is via security key assignment.
- Materials: Disinfectant and cleaners, graffiti remover, paper and soap stock, latex gloves.
- If any vandalism or drug paraphernalia is found, call Troutdale Police for report (230-2121).
- Needles shall be placed in a five gallon bucket and transported to police station Sharp's container.

Attachment "D"

INTERNAL CONTROL PROCEDURE

1. The use of a electronic cash register which will produce daily receipts.
2. The Concession Director will collect daily receipts and transfer onto daily log sheets.
3. The daily log sheet will be submitted with a check for 12% which will show the daily total for concession sales for the preceding month. The Concession Director shall make bank deposits. Receipts shall be reconciled daily and deposits shall be made not less than three times per week.
4. At the end of the month the Treasurer, President, Vice-President, and Concession Director will verify all receipts and totals and write a check for 12% of those monthly totals. This check will be sent certified mail along with a copy of the ledger with daily totals and copies of cash register receipts.
5. The cash register will be allocated \$25 for making change and will be counted at the beginning and end of each business day.
6. All people handling monies are covered by the insurance company that is listed below in #1.

Procedures To Protect Against Fraud

1. All board members are covered by C & A Insurance against fraud, theft, and loss of any monies.
2. All checks are signed by two (2) Board Members: Treasurer & Vice-President.
3. Check signers are not allowed to make any deposits. Deposits are made daily by either President or Concession Director.
4. All bank statements go directly to League Post Office Box. The President reviews the statement then gives to the Treasurer.
5. A bi-weekly Treasurer's report is given at the monthly and/or biweekly board meetings that includes all checks written, all withdrawals, and deposits made for that bi-weekly or month period. This keeps all 20 Board Members current on all League financial transactions.

FOOD CONCESSIONAIRE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1998, between THE CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter referred to as "Troutdale" and _____, hereinafter referred to as "Concessionaire".

WITNESSETH:

WHEREAS, there is an apparent need to provide food, beverages and other items to persons using Columbia Park, and

WHEREAS, Troutdale desires to grant a concession business within the park to meet this need, and

WHEREAS, Concessionaire desires to provide concession services to meet this need, and

WHEREAS, Concessionaire has applied to the City of Troutdale to operate a concession within Columbia Park and the City Council has agreed to grant such;

NOW, THEREFORE, IT IS AGREED:

1. **TERM:** This agreement shall commence and be effective _____ and shall continue until and through _____, unless sooner terminated under the terms of this agreement. An extension _____ is possible and dependant upon availability, weather and attendance.
2. **SCOPE OF CONCESSION:** The Concessionaire is hereby granted the exclusive right to operate a food and non-alcoholic beverage concession within Columbia Park. Subject to the terms of this agreement the Concessionaire shall have the right to sell food, non-alcoholic beverages and other items as listed in "Attachment A"; or as approved food and beverage choices. Submit list for approval.
3. **TIME AND PLACE OF OPERATION:** Within Columbia Park the Concessionaire shall have the right to use the concession kitchen located in the Columbia Park building. The Concessionaire shall be open for business no sooner than 8:00 a.m. and shall close no later than 9:00 p.m. Location of mobile outdoor barbecue for special events shall be approved on site by the Troutdale Parks Superintendent. Please indicate the time of operation, open for business _____ closing _____.
4. **CONCESSION FEE:** The Concessionaire shall pay the City of Troutdale for the rights and privileges extended under this agreement. The fee shall be 12% of the gross sales. Concessionaire shall forward monthly, a check for 12% of the preceding monthly

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period's concession receipts to the City of Troutdale Finance Department. The concession fee shall be due and payable within five calendar days after the close of the preceding monthly period. Cash register receipts shall be attached to the payment with a daily breakdown. An additional \$25.00 per month fee will be charged by Reynolds Little League for use of equipment provided by Reynolds Little League as listed in Attachment B'. If a month or shorter, then a flat fee will be charged. The flat fee for one month is \$425.00. \$400.00 to the City and \$25 to Reynolds Little League. If one week, then a flat fee of \$125.00 will be charged. \$100 .00 to City and \$25.00 to Reynolds Little League.

5. **LICENSES:** The Concessionaire shall obtain all necessary licenses, permits and certificates required for the business to be operated and shall comply with all laws and ordinances pertaining thereto. In the event the Concessionaire fails to maintain any licenses, permits or certificates required to do business, the City of Troutdale may terminate this agreement immediately upon written notice. Concessionaire shall accommodate County Health inspections.
6. **OTHER CONCESSIONAIRES:** No other concessionaires shall be granted a food and beverage concession within Columbia Park during the term of this agreement. However, the City may from time to time authorize the operation of a concession or food sales by a nonprofit organization in conjunction with special fund raising events sponsored by such organizations or it may authorize any concession or food sales operated in conjunction with scheduled community events held within the park.
7. **PARK FACILITIES:** The City shall provide access to the Columbia Park buildings' concession kitchen room. A three (3) bin sink and counters are located in the room. Any changes to the building, electrical or mechanical components shall be by approval from the Parks Superintendent. Concessionaire shall be responsible for obtaining any required building permits. Fees associated with such permits shall be paid by City.
8. **CONCESSIONAIRE'S EQUIPMENT:** The Concessionaire shall be required to furnish food service equipment. The equipment must be approved by the Parks Superintendent as to suitability. All such fixtures or equipment shall be clean and neat in appearance and shall be painted or decorated in a fashion which is compatible and suitable to the kitchen environment. The Concessionaire shall bear all risk of loss or damage to this equipment and shall have the affirmative duty under this agreement to provide for the security and safekeeping of such equipment. See Attachment "B" for approved equipment list.
9. **UTILITIES:** The Concessionaire shall not be permitted to operate a portable or self-contained electric generator. The Concessionaire shall provide or pay for 30% of gas and electric utilities during months of operation. The City will provide a monthly utility statement setting forth the amount due from concessionaire. The billings are based on meter readings at the premises for electricity and gas. The amount billed shall be due and payable within ten (10) calendar days following the invoice billing date. If duration is shorter than one month, then utilities are included in the flat fee.

FOOD CONCESSIONAIRE AGREEMENT

10. **SANITATION AND CLEAN UP:** The Concessionaire shall provide proper containers for trash, garbage and recyclable materials and shall keep the premises free and clear of rubbish, debris and litter at all times. It is mutually agreed that a substantial portion of the consideration for the granting of this concession is the maintenance of the premises in a clean and presentable condition at all times. The grease trap located below the sink shall be maintained by the Concessionaire. Requirements of Multnomah County Health Department codes for sterilization will be strictly followed. Outside tables will be wiped down. Refrigeration/freezer shall be cleaned weekly. Litter shall be picked up daily around the ballpark and parking lot. Restrooms will be checked for cleanliness a minimum of three times per day on weekends. Failure to observe the foregoing conditions and requirements shall constitute cause for cancellation of this concession agreement by the City of Troutdale. The City of Troutdale may charge for the costs of special clean up necessary should the Concessionaire fail to reasonably perform. See Attachment C for Standard Maintenance Management procedures. The 12% stipulated in paragraph four of this agreement represents a 3% reduction of the gross sale fee in exchange for restroom coverage. Lack of performance as described in the standard maintenance procedure is subject to loss of the reduction.
11. **ASSIGNABILITY:** This agreement may not be transferred or assigned without the prior written consent of the City of Troutdale. An administrative fee of \$200.00 will be charged for such transfer. Failure to comply with this provision will result in termination of the agreement.
12. **CANCELLATION:** The City of Troutdale reserves the right to cancel this agreement at any time for good cause or if the service proves unsatisfactory. Good cause for cancellation shall be found to exist in the event any of the terms and conditions of this agreement are violated by the Concessionaire. In addition, the City of Troutdale through the Parks Superintendent may cancel this agreement if such conditions exist which are harmful to the health, welfare and safety of the general public or in the event the Concessionaire, its agents or employees fail to conduct the concession in a fashion deemed to be fit and proper in the sole opinion of the Parks Superintendent.
13. **SIGNS:** No sign shall be constructed, erected, installed or placed for purposes of advertising the business or its products without first being reviewed and approved by the Community Development Director for compliance to the City of Troutdale sign code.
14. **VENDING:** Vending will be permitted only at the discretion of and subject to regulation and control by the City of Troutdale.
15. **PRODUCTS:** Products the Concessionaire is allowed to sell are listed in Attachment A. Any products in addition to those listed in Attachment A to be sold by the Concessionaire must be approved by the Parks Superintendent.
16. **INSURANCE (PUBLIC AND PRODUCT LIABILITY):** The Concessionaire agrees to maintain such public liability and property damage insurance, including products liability, as will protect the Concessionaire and the City of Troutdale from any and all claims for

FOOD CONCESSIONAIRE AGREEMENT

damage or bodily injury, including death, which may arise from operation under this agreement or in connection therewith, including all operations of subcontractors. Such insurance shall provide coverage of not less than \$300,000 for bodily injury, or death, for a single claimant per occurrence, \$500,000 for property damage for any number of multiple claimants per occurrence, or a single limit policy of not less than \$500,000 per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insureds the City of Troutdale, its officers and employees and shall further provide that said policy shall not terminate or be canceled prior to the completion of this agreement without thirty (30) days prior written notice to the City Administrator of Troutdale. Certificates evidencing such insurance shall be filed with the City of Troutdale and shall be subject to the approval of the City Attorney of Troutdale as to the adequacy of protection to the City of Troutdale. Notwithstanding the naming of additional insureds, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each but nothing herein shall operate to increase the insurer's liability as set out elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

17. **HOLD HARMLESS:** The Concessionaire agrees to and shall indemnify and hold the City of Troutdale harmless against any and all claims and demands arising from the negligence of the Concessionaire's failure to comply with any covenant of this concessionaire agreement on its part to be performed and shall at its own expense defend the City of Troutdale against any and all suits or actions arising out of such negligence, actual or alleged, all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City of Troutdale in any such suit action.
18. **TERMINATION:** In the event that the Concessionaire shall fail to comply with any of the terms and conditions of this agreement, the City of Troutdale reserves the right to terminate immediately the agreement by mailing written notice of the breach to the Concessionaire, addressed to the Concessionaire's last address on file with the City Recorder. The Concessionaire shall have seven (7) days after receiving such notice to vacate the premises. If the Concessionaire voluntarily terminates the agreement or if the agreement is terminated by the City of Troutdale for any cause, the Concessionaire shall forfeit all amounts paid to the City of Troutdale.
19. **AUTHORITY OF THE PARKS SUPERINTENDENT:** The Troutdale Parks Superintendent shall have the authority to act in behalf of the City of Troutdale to do all

FOOD CONCESSIONAIRE AGREEMENT

things required to be done by the City of Troutdale herein and to enforce the provisions hereof by the City of Troutdale.

20. **INTERNAL CONTROL PROCEDURES:** In order to safeguard assets, the Concessionaire agrees to follow the internal control procedures outlined in Attachment D.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by the signatures of their authorized agents below.

Parks & Facilities Superintendent City of Troutdale

Date

Concessionaire

Date

Attachment "A" List

Foods/Price

Hot Dogs
Polish Dogs
Pizza Slice
Pizza Whole
Chips w/cheese
Chili
Chips
Candy
Nuts
Fresh Fruit
Granola Bars
Meat Snacks
Cotton Candy
Soda Pop
Coffee
Tea
Cocoa
Bottled Water
Flavored Water
Juices
Sports Drink
Ice Cream Products
Yogurt Products
Pop Corn
Snow Cones
Cappuccino Mix

Special Events

Hamburgers

Attachment "B" List

Facilities & Equipment Provided by
Reynolds Little League Includes Use Of

Refrigerator/Freezer
Ice Maker
Cash Register

To Be Supplied By Concession Operator
Or Rent Directly From Reynolds Little League

Snow Cone Machine
Microwave Oven
Hot Plate
Coffee Maker
Pizza Ovens
Nacho Cheese Warmer
Soda Dispenser

Attachment "C"

COLUMBIA PARK RESTROOMS

MAINTENANCE MANAGEMENT PROGRAM

Objective:

- Functional, Clean, Safe.

Description:

- Restrooms will be inspected a minimum of three times daily. Once at opening, once mid-day and final near end of work day.
- Opening inspection will include a complete cleaning. This will include, but not be limited to; floors swept of debris, waste cans emptied, paper products and soap restocked, toilets, sinks, and urinal cleaned inside and outside. Stall divider and doors wiped down. Floors and wall areas adjacent to toilets and urinal mopped. Mid-day and end of day inspections will require clean-up and restocking as needed.
- Vandalism of restrooms will be attended to immediately. Vandalism that cannot be responded to immediately will be corrected within 24 hours.
- Fixtures damaged will be taken out of service until repairs or replacement is complete.
- Damage to restroom that result in unsafe or unsanitary conditions will require closure of the restroom until repairs are complete.
- Restroom doors will lock and unlock automatically via a timer and magnetic locks.
- Opening time 8:00 am, closing time is dusk. Timer will be set to current sunset time once a week. Sensors installed in the restrooms above doors will allow exit if timed door lock engages.
- Equipment/Tools required: Mop, broom, dust pan, mop bucket, hose nozzle, garbage can, gloves, toilet brush, sponge, squeegee, 5 gallon bucket. These items are stored in the storage room. Limited entry is via security key assignment.
- Materials: Disinfectant and cleaners, graffiti remover, paper and soap stock, latex gloves.
- If any vandalism or drug paraphernalia is found, call Troutdale Police for report (230-2121).
- Needles shall be placed in a five gallon bucket and transported to police station Sharp's container.

Attachment "D"

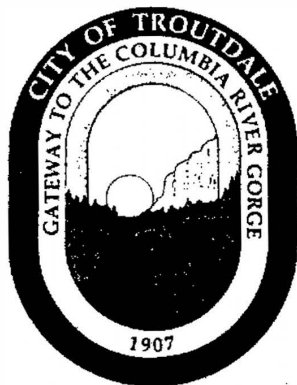
INTERNAL CONTROL PROCEDURE

This information provided by the Concession User and approved by the City Finance Director.
The recommended format is:

1. The use of a electronic cash register which will produce daily receipts.
2. The Concession Director will collect daily receipts and transfer onto daily log sheets.
3. The daily log sheet will be submitted with a check for 12% which will show the daily total for concession sales for the preceding month. The _____ shall make bank deposits. Receipts shall be reconciled daily and deposits shall be made not less than three times per week.
4. At the end of the month the _____ will verify all receipts and totals and write a check for 12% of those monthly totals. This check will be sent certified mail along with a copy of the ledger with daily totals and copies of cash register receipts.
5. The cash register will be allocated \$100 for making change and will be counted at the beginning and end of each business day.
6. All people handling monies are covered by the insurance company that is listed below in #1.

Procedures To Protect Against Fraud

1. All members are covered by C & A Insurance against fraud, theft, and loss of any monies.
2. All checks are signed by two (2).
3. Check signers are not allowed to make any deposits. Deposits are made daily by either _____.
4. All bank statements go directly to _____. The _____ reviews the statement then gives to the _____.
5. A report is given at the monthly meetings that includes all checks written, all withdrawals, and deposits made for that bi-weekly or month period. This keeps all Members current on all financial transactions.



CITY OF Troutdale

CONCESSION RENTAL APPLICATION

COLUMBIA PARK CONCESSION FACILITY RENTAL

Please read all enclosed materials carefully before submitting the completed application form.

1. Pay a \$10.00 non-refundable application fee immediately to reserve your concession rental date.
2. Rental dates: from _____ To _____.
3. **There will be at no time, any alcoholic beverages.**
4. Notice of cancellation by renter shall be at least 14 days before the date of closing.
5. The fee shall be 15% of the gross sales. If the concessionaire agrees to restroom coverage, in exchange, there would be a 3% reduction in the 15% fee.
6. Attached is the 'FOOD CONCESSIONAIRE AGREEMENT' please read it carefully.
7. References are required with return of the application.

Date of Application

Concessionaire's Name

Business Name

Address

City, State, Zip

Telephone Number

Signature of Applicant