

CITY COUNCIL MEETING

APRIL 20, 1983

Ag-410

SPECS FOR
CONCESSIONS AT
LODI LAKE PARK
APPROVED

FOLLOWING INTRODUCTION OF THE MATTER BY CITY MANAGER,
GLAVES, COUNCIL, ON MOTION OF COUNCIL MEMBER PINKERTON,
MURPHY SECOND, APPROVED THE SPECIFICATIONS FOR THE
CONCESSIONS AT LODI LAKE PARK AND AUTHORIZED THE ADVERTISING
FOR BIDS THEREON.


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A G R E E M E N T

THIS LICENSE AGREEMENT made and entered into this _____ day of _____, 1983, by and between the CITY OF LODI, a municipal corporation, hereinafter called First Party, and _____, hereinafter called Second Party.

W I T N E S S E T H :

First Party does hereby grant to Second Party the sole and exclusive license to vend foods, drinks (except alcoholic beverages of any kind), toys, souvenirs, etc. at the concession stand at LODI LAKE PARK for a period of three (3) years beginning MAY 1, 1983.

In consideration of the granting of this license, Second Party agrees to pay First Party _____ () percent of the gross receipts received from the sales of all goods and services that are sold at the LODI LAKE PARK CONCESSION STAND; said payments are to be made monthly to the Finance Director of the CITY OF LODI. In this connection, Second Party covenants and agrees to keep accurate records and books of account of all purchases and sales and does hereby give to First Party or its authorized agent the right to examine and audit said books at any time that First Party desires.

Second Party agrees to keep the concession stand open and available to the public and furnish services therein during the

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usual hours that LODI LAKE PARK is kept open from May 1st to September 30th of each year or at such other times as the City Manager of the City of Lodi may direct.

The Director of Recreation and Parks of the CITY OF LODI reserves the right to approve any employee or operator of said concession stand.

Second Party shall have no right to sell, mortgage, assign or sublet this contract or any part thereof without the prior written consent of the City Manager of First Part and a breach of this condition shall automatically terminate this agreement.

The goods sold at such concession stand are to be sold at a price not exceeding the following maximum prices:

All soda water - 12 oz.	60¢
16 oz.	85¢
Milk - 12 oz.	65¢
16 oz.	90¢
Coffee.	40¢
Hot Chocolate	55¢
Iced Tea - 12 oz.	60¢
16 oz.	85¢
Ice Cream Bars.	50¢ & 65¢
Popsicles	50¢
Popcorn	50¢
Crackerjacks.	55¢
French Fries.	65¢ & 75¢

(PRICES CONTINUED)

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Hamburgers	\$1.65
Cheeseburgers	\$2.00
Hotdogs and Corndogs	95¢
Peanuts - 1 oz.	45¢
Candy	40¢
Gum	30¢ & 35¢
Tobacco	Price to be set
Cigarettes	\$1.10
Cotton Candy	75¢
Sno-cones	45¢
Pizza rolls	\$1.25

Charges for services not listed herein shall be at prices set by the City Manager of First Party.

Second Party shall have available for sale in sufficient quantities any beverages that may be requested by the City Manager of First Party.

Second Party agrees to keep the leased premises clean and orderly and will commit no waste thereof. Concessionaire will supply and pay for his own garbage disposal. He will comply with all regulations prescribed by the City Council of the CITY OF LODI from time to time and the sanitary laws and ordinances applicable to the business to be conducted and on expiration of this agreement will surrender said premises in as good order as that in which he received the same, ordinary wear and tear excepted. All equipment used in the business conducted shall be furnished by Second Party.

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excepting that already installed and owned by CITY, which said CITY-owned equipment Second Party agrees to service and maintain at his sole cost and expense, and First Party shall not be called upon to make any repairs or replacements of any kind whatsoever without its prior consent.

NOTE: The Walk-in Box will be serviced before each season at City expense. Utilities shall be the responsibility of the Second Party during the operating season, which includes electricity, gas, and garbage.

This agreement may be terminated by mutual agreement of the parties hereto after thirty (30) days' notice is given by one and accepted by the other. Said notice shall be delivered to First Party at the Office of the City Manager, City Hall, Lodi, California, and to Second Party at the premises leased herein.

First Party reserves the right to terminate this agreement and all rights of Second Party hereunder for breach of any condition of this Agreement or in the event that First Party determines that Second Party has failed to give reasonable and adequate service. In the event of termination for either of said conditions, the decision of the City Council of the CITY OF LODI shall be final.

Second Party shall indemnify and save First Party from and against any suit, action, claim or demand arising out of the injury to any person or property in or about said premises hereby leases, caused by an act or omission of Second Party, his servants, agents,

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employees, patrons, customers, licensees and invitees, or caused by any defect in or about said leased premises, whether due to the neglect of Second Party or otherwise. Second Party will carry a policy of Public Liability and Products Liability insurance with an acceptable insurer, with First Party as one of the named insureds in an amount of at least \$25,000 and will keep said policy in effect during the term of this agreement.

It is understood and agreed that Second Party may sell the products contemplated by this agreement from portable vending stands and that all sales made from said portable vending stands shall be subject to all the terms, covenants and conditions of this agreement.

Second Party acknowledges that he is familiar with the Possessory Interest Tax that will be levied by San Joaquin County Assessor and it shall be the Second Party's sole responsibility and obligation to pay this tax.

Each and every covenant and term hereof to be kept and performed by Second Party is expressly made a condition upon breach of which First Party may terminate this agreement and exercise all rights of entry and re-entry upon said leased premises.

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

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CITY OF LODI, a municipal corporation

BY _____

Mayor

Attest:

Alice M. Reimche, City Clerk

Second Party

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL

DATE

NO.

FROM: THE CITY MANAGER'S OFFICE

April 6, 1983

SUBJECT:

CONCESSION AT LODI LAKE PARK

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Enclosed are copies of a suggested contract for the purpose of bidding the concessions at Lodi Lake Park for the next three years.

Hopefully, this can be put on the Council Agenda for action as soon as possible.



Ed DeBenedetti, Director
Recreation and Parks

ED: jd

Encl.