RESOLUTION NO. 2370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH BONNEY LAKE COMMUNITY RESOURCES FOR OPERATION OF THE CONCESSION STAND AT ALLAN YORKE PARK.

WHEREAS, Bonney Lake Community Resources has satisfactorily operated the concession stand at Allan Yorke Park since 2007; and

WHEREAS, Bonney Lake Community Resources is a 501(c)3 nonprofit organization; and

WHEREAS, Bonney Lake Community Resources plans to continue to provide daily service throughout the summer months and hire local youth;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Bonney Lake Community Resources, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 8th day of April, 2014.

_____________________
Neil Johnson, Jr., Mayor

ATTEST:

_____________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

_____________________
Kathleen Haggard, City Attorney
CONCESSION AGREEMENT
FOR A FOOD CONCESSION STAND
AT ALLAN YORKE PARK

This Agreement, by the City of Bonney Lake, Pierce County, Washington, hereinafter called the City, and Bonney Lake Community Resources, Sole Proprietor, hereinafter called Concessionaire, is made on the following terms and conditions:

Concessionaire has applied for permission to operate a concession stand at Allan Yorke Park located within the City of Bonney Lake, Washington; and

Concessionaire has the necessary experience and personnel, and is willing to enter into this Agreement to operate said concession; and

The City desires to permit operation of concessions at said park which are consistent with and in furtherance of the public's use and enjoyment of the park;

Witnesseth, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. Grant, Term, and Operation of Concession

1.1 The City, acting pursuant to its vested authority, grants to Concessionaire, for the term and upon the conditions and provisions hereafter specified the right and privilege to operate and maintain a concession stand at Allan Yorke Park.

This grant is expressly conditioned on operation of a concession that is consistent with and in furtherance of the public's use and enjoyment of the park.

1.2 The term of the concession shall be from May 1, 2014, to April 30, 2015; provided, however, that this term shall be automatically extended for another year unless either party notifies the other, in writing, at least 90 days prior to expiration of the term of this agreement, of its desire to cancel the concession for the subsequent year. In the event of termination of this Agreement, for any reason, prior to the termination date specified in this section, no refund shall be made of any payment(s) already made pursuant to section 3.1 of this Agreement.
1.3 Concessionaire agrees to operate the concession stand for this term, and to supply the food and personnel necessary to operate the concession stand to properly serve the public. The minimum services to be provided are more specifically described in the following articles. Concessionaire shall operate or conduct no other business activity within said City park unless specifically authorized to do so by the Bonney Lake City Council.

1.4 The concession will be operated out of the North end of the maintenance building in Allan Yorke Park.

1.5 Nothing herein contained shall be construed as making Concessionaire the agent of the City for any purpose or as authorizing or empowering Concessionaire to obligate or bind the City in any manner.

1.6 The Concessionaire shall work with the Facilities and Special Projects Manager to develop options for nonprofit service clubs to participate in concession stand operation during special events.

II. Required Level of Concession Services.

2.1 At a minimum the following concession services shall be available at Allan Yorke Park:

(1) Hours of Operation shall generally be **10:00 AM** till **8:00 PM** on days when the park facilities are in use or other special times as deemed necessary by the City, from May 1, 2014 through September 30, 2014 and at other times of the year for special events. Additional hours may be made available upon City of Bonney Lake approval. Weekdays before school is out may have later openings.

(2) Food items available may include but are not limited to the following suggestions:

   (a) Cold Drinks
   (b) Coffee
   (c) Candy Bars
   (d) Ice Cream Bars and Popsicles
   (e) Popcorn
   (f) Hot Dogs
(g) Cheese Nachos
(h) Sandwiches

(3) A statement of daily hours of operation during the month with daily weather conditions noted to be submitted to the City at the end of each month.

III. Responsibilities of Concessionaire

3.1 Concessionaire shall keep adequate records and make those records available to the City for purposes of verifying the gross revenue. Concessionaire shall furnish a statement of gross revenue and expenditures to the City by September 30, 2014. Concessionaire hereby authorizes the Tax Division of the State of Washington to release to the City of Bonney Lake, a statement of receipts from sales and services made at this concession as filed during the period of this contract.

3.2 Concessionaire agrees to provide the "Required Level of Concession Services" as outlined in Article II of this agreement.

3.3 Concessionaire agrees to acquire and maintain all licenses, permits, and certifications necessary for the operation of the aforementioned concession stand. The Concessionaire shall furnish the City copies of all required licenses and permits before beginning operation and those which may be required during the period of the contract after beginning operation. However, the City will obtain "Site Plan" approval from the State of Washington Department of Health.

3.4 Concessionaire agrees to provide adequate personnel to maintain and operate the concession stand.

3.4 Concessionaire agrees to maintain the concession stand and all grounds within 75 feet in a neat, clean, sanitary and safe condition.

3.5 Concessionaire agrees that all personnel will be required to and will comply with the "General Rules and Standards for Visitor Services" attached hereto and identified as Addendum
"A" to this contract. The "General Rules and Standards for Visitor Services" are hereby made a part of this contract.

3.6 Concessionaire agrees to purchase and maintain a Liability insurance policy from an insurance company licensed in Washington and rated with AM Best no lower than a B+ in the amount of $1,000,000.00, and to hold the City harmless, defend, and indemnify it from any accidents, injuries or claims of any kind resulting from Concessionaire's operations. Concessionaire agrees to name the City as an additional insured on the insurance policy required above in this paragraph. Concessionaire shall provide a certificate of insurance to the City.

3.7 Concessionaire will be responsible for all costs associated with the installation, maintenance, and removal of propane gas tanks and connections to the existing facilities. The City reserves the right to give final approval for use of propane gas and to require its removal.

3.8 Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining the advance written approval of the City.

3.9 Concessionaire shall strictly obey all laws of the State of Washington and all Ordinances of the City of Bonney Lake, and will not allow the violation of any of these laws, or ordinances by any other party on or adjacent to the premises in which this concession is operated.

3.10 City shall make available for the Concessionaire's use any equipment on the premises and listed in the inventory list attached hereto as Exhibit "B" and which by reference is incorporated herein. Concessionaire shall be responsible for maintenance, repair and replacement of City owned equipment at the Concessionaire's sole expense. Said City owned equipment shall be maintained in good operating condition. Any equipment not specified on the "Site Plan", approved by DOH, shall be prohibited from use in the operations of the Concession Stand.
IV. Non-Discrimination Policy

4.1 Concessionaire agrees that in all hiring or employment made possible or resulting from this Agreement:

(1) There shall be no discrimination against any employee or applicant for employment because of sex, age, race color, creed, national origin, marital status, veteran status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) No person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), veteran status, marital status, or the presence of any sensory, mental or physical handicap.

(3) Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the parties and may result in ineligibility for further agreements.

V. Termination by City

5.1 If, in the judgment of the Mayor, the manner of operation of the concession or the quality of equipment or service does not meet the requirements of this Agreement, or if Concessionaire is in default of any other term of this Agreement, City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance.

5.2 If Concessionaire fails or refuses to remedy such unsatisfactory performance or default within five (5) calendar days after receipt of such notice, the City may terminate this Agreement immediately. The decision of the Mayor on any such matter shall be final.
5.3 Notwithstanding the above, nonpayment of the concession fee or of any installment thereof five (5) calendar days after said fee is due shall be full justification for the City to take immediate possession of the concession and premises, and for immediate cancellation of this Agreement.

VI. Termination by Concessionaire

6.1 Concessionaire may terminate this Agreement by giving thirty (30) days written notice to City of such intention to terminate.

VII. No Assignment

7.1 Neither this Agreement nor any rights or privileges hereunder shall be assigned or sublet without the consent of the City. Consent to assignment shall not be unreasonably withheld by the City.

VIII. Surrender

8.1 Concessionaire shall immediately surrender possession of the premises to the City on the termination of this Agreement for any reason, and Concessionaire shall pay any costs or expenses incurred by the City to regain possession where Concessionaire fails to comply with this provision.

IX. Interpretive Provisions

9.1 The terms and conditions of this Agreement shall be binding on the parties hereto, their heirs, successors, administrators, and assigns, and shall be construed in accordance with the laws of the State of Washington.

9.2 TIME IS OF THE ESSENCE of this Agreement, and of each and every term, condition and provision herein.
9.3 The waiver by the City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

9.4 Each term of this Agreement is material and breach by Concessionaire of any one of the terms herein shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the City.

9.5 If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

9.6 This Agreement contains the entire agreement between Concessionaire and the City of Bonney Lake and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by all parties.

9.7 This Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in Pierce County, Washington. The prevailing party in any such action shall be entitled to an award of reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

ATTEST:

Harwood T. Edvalson
City Clerk

APPROVED AS TO FORM:

Kathleen Haggard,
City Attorney

CITY OF BONNEY LAKE

Neil Johnson Jr.
Mayor

CONCESSIONNAIRE

Owner
This concession agreement is made with the express agreement that the Concessionaire will comply with the following:

I. **APPEARANCE**
   a) Employees shall be neat, presentable and well-groomed at all times.
   b) Clothing must be clean at all times, properly fitted and properly buttoned.

II. **IDENTIFICATION**
   a) Employees shall wear name tags at all times. The name tags shall be supplied by the operator and must be worn in a readily visible location on the shirt/blouse/jacket.

III. **ATTITUDE AND MANNERISMS**
   a) All employees at all times must deal with the public in a professional, polite, courteous, patient and helpful manner.
   b) All employees shall reflect a general attitude to provide a positive public service, and to meet the needs and desires of the public, facility users and other staff.
   c) Profanity, vulgar or obscene language is not acceptable under any circumstances. Vulgar actions or actions which may be interpreted by the public as being obscene or inappropriate are also not acceptable under any circumstances.

IV. **EMPLOYEE CONDUCT**
   a) Smoking is not allowed in the service area or in the food preparation areas.
   b) Only authorized personnel shall be within restricted, non-public sections of a service facility or area.
   c) Employees shall not have friends or acquaintances congregate in the service area to converse for extended periods of time.
   d) The Concessionaire shall not permit any lewd or immoral conduct in or about the assigned space occupied by him.
V. OPERATIONS

a) All facilities must reflect a high standard of cleanliness, positive image, and pride in the operation. During on duty hours, all employees shall pick up trash and cigarette butts, shall clean windows and floors, and shall do general house-keeping inside and in the immediate vicinity of the service facility.

b) Proper signage shall be posted. Prices shall be posted and they shall be current.

c) Signage shall be posted to inform the public of unusual circumstances, hazards, etc.

d) Stock shall be maintained in sufficient quantity at all times.

e) Damaged, dated merchandise and food items or unsuitable stock shall not be sold and shall be removed from shelves.

f) All stock items, food or merchandise shall be of a standard acceptable to the public. Inferior goods shall not be sold.

g) Staffing levels shall be adequate to handle the expected demand level. Additional staffing shall occur during peak user months, special events, etc.

h) Employees shall maintain clean service areas at all times including counters, shelves, chairs, floors, equipment, etc. Employees conducting maintenance duties shall properly wash when returning to provide food service.

i) Employees shall provide only factual information. Employees shall direct the public to other locations so that proper information can be gained.
ADDENDUM "B"
CONCESSION EQUIPMENT PROVIDED BY THE CITY AT NO COST TO
THE CONCESSIONAIRE

1. Counters
2. Stainless Steel Tables (3)
3. Refrigerator
4. Freezer
5. Food Preparation Cart
6. Ice Maker
7. Microwave
8. Coffee Pot
9. Mop Bucket & Mop
10. 3-Tub Sink
The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos and other data may not align. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.
City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: PW / Andrew Fonda
Meeting/Workshop Date: April 8, 2014
Agenda Bill Number: AB14-50

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2375
Councilmember Sponsor: Donn Lewis

Agenda Subject: Authorize the contract with Parametrix for Construction Staking on the Lakeridge 2 Water Main Extension Project.

Full Title/Motion:
A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Contract With Parametrix For Construction Staking on Lakeridge 2 Water Main Extension Project

Administrative Recommendation: Approve

Background Summary:
The City has the responsibility to identify Survey locations for the contractor on the Lakeridge 2 Water Main Extension Project, and the as-built information for the City's files. The City has approved a 5% Construction Engineering ($29,905.74) allocation from the original construction contract toward construction staking per Resolution 2372.

Attachments: Resolution; Contract; Map

BUDGET INFORMATION

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<th>Current Balance</th>
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Budget Explanation: 401.073.034.594.34.63.04 Water CIP – Lakeridge 2 Water Main Upgrade & Booster Pump Station $2,750,000 Council Approved 2014 Budget 5% Project Mgt. approved in Resolution 2372 for this project

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Community Development
Approvals:
  Councilmember Donn Lewis
Committee Date: April 1, 2014
  Councilmember Randy McKibbin
  Councilmember James Rackley
Forwarded to:
Commission/Board Review: Consent Agenda: X Yes

COUNCIL ACTION

Workshop Date(s): Public Hearing Date(s):
Meeting Date(s): Tabled to:

APPROVALS

Director: Mayor: Date Reviewed by
Dan Grigsby Neil Johnson Jr.

Rev. January 2014