

City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: March 27, 2020	Department: Parks and Recreation
Meeting Date: April 7, 2020	Department Head: Brad Raney
	Presenter: Brad Raney

**SUBJECT:**

Authorize the operation of the concession stands at Stratton Myers and Veterans Parks for the 2020 season

**BACKGROUND/ALTERNATIVES:**

The Parks and Recreation Department advertised on March 4<sup>th</sup> and March 11<sup>th</sup> to accept proposals to operate the concession stands during the 2020 season at Stratton Myers Park and Veterans Park. RaNae Johnson with The Snak Shak LLC submitted proposals to operate both the Stratton Myers and Veterans Concession Stands. The concession agreement is for the 2020 season starting May 1, 2020, through approximately October 1, 2020.

**ATTACHMENTS:**

- 2020 Concession Stand Operations Proposal Forms from RaNae Johnson
- Concession Agreements for Stratton Myers Park and Veterans Park

**FISCAL IMPACT:**

Revenue generation of \$240.87

**STAFF IMPACT:**

Minimal

**LEGAL REVIEW:**

Legal review on March 27, 2020

**SUGGESTED MOTION:**

I move to enter into an agreement with RaNae Johnson to operate the concession stands at Stratton Myers and Veterans Park for the 2020 season.



City of Green River, Wyoming  
2020 Concession Stand Operations

Concession Stand Proposal Form

Place an "X" below next to the concession stand you are submitting a proposal for (Please put in a separate bid for each concession stand):

The minimum bid per concession stand is \$100.00

Stratton Myers Park concession stand

Veterans Park concession stand

**Submit your application(s) and cashier's check(s) to the Finance Department at City Hall (50 East 2nd North) by 2:00 PM on Thursday, March 19, 2020.**

Name Ranae Johnson

Address 730 Riverview Dr. GR WY 82935

Home Phone 307-871-3540 Work Phone \_\_\_\_\_

E-Mail Address snakshak14@gmail.com

Name under which you do business The Snak Shak LLC

PROPOSAL: \$ 127.77

SIGNATURE Ranae Johnson DATE 3-16-2020



**CONCESSION STAND AGREEMENT**

- Stratton Myers Park concession stand
- Veterans Park concession stand

**The minimum bid per concession stand is \$100.00**

Randee Johnson, hereinafter referred to as the "Concessionaire", and the City of Green River, Wyoming, hereinafter referred to as the "City", agree as follows:

**WHEREAS**, the City is the owner of a concession facility at \_\_\_\_\_, Green River, Wyoming

**WHEREAS**, in order to add to the comfort, enjoyment, and benefit received by the public in the use of Stratton Myers Park and Veterans Park, it is desirable that appropriate food, drink, and similar items be made available to the public at reasonable prices

**WHEREAS**, the Concessionaire agrees that the sum of 127.77 dollars will be given to the City of Green River. Please make your cashier's check(s) payable to the City of Green River.

**WHEREAS**, the Concessionaire agrees to submit a damage/cleaning deposit in the sum of \$500.00 per concession stand

**WHEREAS**, the Concessionaire agrees to submit a key deposit in the sum of \$200.00 (for 1 to 4 keys) per concession stand

**WHEREAS**, the Concessionaire agrees to provide a Certificate of Liability in the amount of \$1,000,000 naming the City of Green River as the certificate holder

**WHEREAS**, the Concessionaire agrees that all of their equipment (ex: freezers, coolers, refrigerators, cabinets, etc.) will be removed from all concession stands by the last day of the agreement or Concessionaires equipment will be removed and disposed of by the City at the cost of the Concessionaire.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Grant and Description of Premises.** The City grants to Concessionaire and Concessionaire accepts from the City the privilege of maintaining a concession stand at:

- Stratton Myers Park, 1795 Bridger Avenue
- Veterans Park, 425 East Teton Boulevard

**2. Term of Agreement.** The term of this agreement shall be for the **2020 season**, starting on **May 1, 2020**, and terminating on **October 1, 2020**, unless permission is granted to extend the season or sooner terminated as hereinafter provided.

**3. Condition of Premises.** Taking possession of the concession stand(s) by Concessionaire shall constitute and acknowledge that such premises are in good condition. Concessionaire shall accept the concession stand in its presently existing condition, and the City shall not be required to make any alterations thereto.

**4. Rodent and Pest Control.** It is the Concessionaire's responsibility for pest and rodent control to include preventative measures as needed.

**5. Concession Fee.** Your approved proposal amount shall be submitted to the City of Green River by 5:00 pm, on Friday, April 17, 2020. Keys to the concession facility (or facilities) will NOT be issued until payment and your damage/cleaning deposit(s), key deposit(s) and Certificate of Liability are received by the City.

**6. Records.** The Concessionaire shall keep accurate records of all sales and receipts in accordance with such bookkeeping systems as the City may approve. The City shall have the right to inspect the books, records, and inventories of the Concessionaire at any reasonable time.

**7. Scope of Concession.** Concessionaire shall provide food services to the general public, without discrimination as to race, color or creed. All items sold shall be of first-class quality, and the services provided by Concessionaire shall be rendered courteously and efficiently. The City reserves the right to prohibit the sale of any item it deems objectionable, and the City shall have the right to order the improvement of the quality of either their merchandise or the services rendered. At no time shall Concessionaire sell, keep, handle or give away any kind of alcoholic beverages, tobacco or vaping products. The Concessionaire shall not permit the same to be done by any of Concessionaire's agents, employees or representatives.

**8. Maintenance of the Concession Area.** Concessionaire shall be responsible for the reasonable and proper care of the concession stand and the immediate vicinity. Concessionaire shall repair or cause to be repaired at their own expense any damages to the said property caused by Concessionaire, Concessionaire's employees, agents, guests or patrons. Concessionaire shall keep and maintain the concession stand and the immediate vicinity in a clean and sanitary condition and shall comply with the rules and regulations of the health departments of the City of Green River, Sweetwater County and the State of Wyoming.

**9. Maintenance of Equipment.** Concessionaire shall keep all equipment in good working condition at all times at their own expense; and shall be responsible for replacing, with the exception of normal wear and tear, any equipment of the City that becomes missing, lost, stolen, damaged beyond repair or too unsanitary for use.

**10. Right of Access.** The City shall have the right to make inspections at any reasonable time to ensure compliance with this agreement.

**11. Compliance with Laws.** Concessionaire shall observe and comply with all laws, statutes, ordinances, rules, and regulations of the United States government, the State of Wyoming, Sweetwater County and the City of Green River or any department or agency of the above.

**12. Licenses and Permits.** Concessionaire shall obtain and pay for all permits and licenses that may be required for the operation of the concession stand(s).

**13. Indemnity.** Concessionaire does hereby release and agree to indemnify, defend and save harmless the City of Green River from and against all claims, actions, causes of action, demands, judgments, costs, expenses, and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicted upon injury or death to any person or loss of or damage to property of whatever nature or ownership, including the parties to this agreement and their employees, and in any manner arising out of or connected with, directly or indirectly the operations or use of the premises hereunder licensed.

**14. Concession Agreement not Contract of Employment or Lease.** This agreement is not a contract of employment. No relationship of employer and employee exists between the City and the Concessionaire or between the City and any employee or agent of the Concessionaire. Concessionaire shall at all times be deemed to be an independent contractor. Concessionaire is not authorized to bind the City to any agreements or obligations. The City shall not be liable for any acts of the Concessionaire, Concessionaire's employees or agents in performing the duties prescribed herein. No portion of the concession stand is being leased to the Concessionaire. Concessionaire is a licensee and not a lessee of the concession stand; and,

the right of the Concessionaire to operate the concession stand shall continue, so long as all the terms of this agreement are strictly and promptly comply with by the Concessionaire. The Concessionaire shall secure a commercial general liability policy for such purpose and shall provide a Certificate of Liability Insurance in the amount of \$1,000,000 naming the City of Green River as the certificate holder.

**15. Assignment of Hypothecation Prohibited.** Concessionaire may not assign or pledge as security or collateral any right, privilege or license conferred by this agreement and shall be grounds for termination of the entire agreement by the City.

**16. Each Provision Material Condition.** Each term of this agreement is material and a breach by Concessionaire of any one of the terms herein contained shall be a material breach of the entire agreement and shall be grounds for termination of the entire agreement by the City.

**17. Breach and Termination.** In the event of any breach of the terms or provisions of this agreement, the City shall have in addition to any other recourse, the right to terminate this agreement, to enter and obtain possession of the entire premises, and to remove and exclude all property of Concessionaire, therefore, all without service or resort to legal process and without any liability of its part.

**18. Surrender of Premises Upon Termination.** Upon the termination of this agreement, Concessionaire shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions thereto, and all equipment, in good order and condition, reasonable wear and tear expected.

**19. Flaming Gorge Days and other City Sponsored or Co-Sponsored Events** held at Stratton Myers Park and Veterans Park. Concessionaire agrees not to operate and sell items, goods, product, etc. during the annual Flaming Gorge Day's in June, the annual River Festival Event in August and any other City-sponsored or co-sponsored events implemented at Stratton Myers Park and Veterans Park during the duration of this agreement unless by mutual agreement of the Concessionaire and said event sponsor.

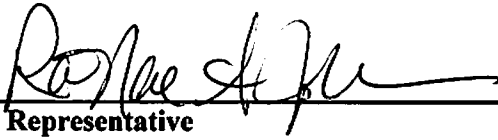
**20. Headings for Convenience Only.** The paragraph headings contained herein are for convenience and reference, and not intended to define or limit the scope of any provision of this agreement.

**21. Modification.** Notwithstanding any provisions hereof, the parties hereinafter, by mutual consent, may agree to modifications or additions hereto. The City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

**22.** All Provisions of the Specifications shall be a part of this Agreement.

**INWITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_ day of \_\_\_\_\_, 2020.**

**CONCESSIONAIRE:**

  
Representative

3-16-2020  
Date

**CITY OF GREEN RIVER:**

\_\_\_\_\_  
Pete Rust, Mayor of Green River

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Chris Meats, City Clerk

\_\_\_\_\_  
Date

Rev: January 14, 2010, Updated 2/17/11, 1/18/12, 2/18/13, 9/10/13, 2/26/15, 3/1/16, 1/24/17 and 1/3/19, 1/9/2020





City of Green River, Wyoming

2020 Concession Stand Operations

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Name Randee S. Johnson

Address 730 Riverview Dr. GR WY 82935

Home Phone 307-871-3540 Work Phone \_\_\_\_\_

E-Mail Address snakshak14@gmail.com

Name under which you do business The Snak Shake LLC

PROPOSAL: \$ 113.10

SIGNATURE Randee Johnson DATE 3-16-2020



**CONCESSION STAND AGREEMENT**

\_\_\_ Stratton Myers Park concession stand

\_\_\_ Veterans Park concession stand

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**WHEREAS**, in order to add to the comfort, enjoyment, and benefit received by the public in the use of Stratton Myers Park and Veterans Park, it is desirable that appropriate food, drink, and similar items be made available to the public at reasonable prices

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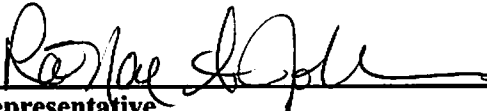
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**CONCESSIONAIRE:**

  
\_\_\_\_\_  
Representative

3-16-2020  
\_\_\_\_\_  
Date

**CITY OF GREEN RIVER:**

\_\_\_\_\_  
Pete Rust, Mayor of Green River Date

**ATTEST:**

\_\_\_\_\_  
Chris Meats, City Clerk Date

Rev: January 14, 2010, Updated 2/17/11, 1/18/12, 2/18/13, 9/10/13, 2/26/15, 3/1/16, 1/24/17 and 1/3/19, 1/9/2020