

RESOLUTION NO. 288

A RESOLUTION OF THE CITY OF PARK HILLS, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LEASE FOR THE PRIVATE OPERATIONS OF THE SPORTS COMPLEX CONCESSION STAND AND THE HANEY PARK CONCESSION STAND FOR THE 2024-2025 SEASON

WHEREAS, the City desires to lease the Sports Complex and Haney Park concession stands for the 2024-2025 season.

WHEREAS, the City has previously advertised and received bids for said lease;

WHEREAS, the Lessee listed below has submitted a bid and agreed to all terms, rules, regulations and conditions of the Lease as shown in Exhibit A, hereto.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Park Hills, Missouri, hereby authorizes the City Administrator to enter into the Lease, attached hereto as Exhibit 1 for the 2024-2025 season starting April 1, 2024, to Jennifer Marler and Susan Huskey.

BE IT FURTHER RESOLVED, the City Council of the City of Park Hills, Missouri, hereby authorizes the City Clerk and any other necessary city employee is authorized to sign or attest said Lease as needed.

Approved in open session this 12th Day of March, 2024.

Stacey Easter
Mayor

ATTEST:

Brandy Marler
City Clerk



**PARK HILLS SPORTS COMPLEX/HANEY PARK
CONCESSION STAND OPERATION CONTRACT**

BY AND BETWEEN THE CITY OF PARK HILLS

AND

Jennifer Marler and Susan Huskey

THIS AGREEMENT, entered into the 12 day of March, 2024 by and between the City of Park Hills, Missouri, hereinafter referred to as the City and Jennifer Marler and Susan Huskey, hereinafter referred to as the Concessionaire, WITNESSETH that;

1. The City hereby lets and leases to the Concessionaire for a period of 7 months, beginning on the 1st day of April and ending on the 31st day of October of calendar years 2024 and 2025, the use of certain premises and utilities and improvements thereon, situated in the Park Hills Sports Complex and Haney Park, in the city of Park Hills, Missouri.
2. The City further grants to the Concessionaire the exclusive right to sell, vend, and serve food, beverages (excepting intoxicating liquors and beers), ice cream, confections, and other like items over the counter at all events scheduled or approved by the Parks and Recreation Director during the term of this contract, except for city-sponsored festivals. The Concessionaire agrees to use Pepsi products that are purchased by the city and the cost shall be reimbursed to the city by the concessionaire on a monthly basis.
3. The Concessionaire shall pay rent to the City in the amount of \$ \$5,500 per operating season to be paid in seven (7) monthly installments each calendar year, the first of which is due on May 15th in the amount of \$785.68 (This does not include the cost of reimbursement to the City for the Pepsi products., and the remaining seven installments will be in the amount of \$785.72 plus the Pepsi cost reimbursement to the City, the last of which is due on November 15th.
4. The City shall furnish any equipment listed in attached Exhibit A for the operations of the concession stand. The City retains the right to repair, replace, or eliminate said equipment at its sole option. The City shall continue its use of the ice machine for Parks Department works uses. The ice machine "SHALL" remain on, and running, at "ALL" times, and may only be turned off with the approval of the Parks and Recreation Director.
5. Concessionaire agrees that during the term of this contract, the concession stand herein referred to shall be kept open and staffed with sufficient personnel and concession items for such events scheduled or approved by the Parks and Recreation Director in order to serve activities and events that take place at the Sports Complex and Haney Park.
6. Concessionaire shall promptly collect and deposit all rubbish, waste, and garbage from spectator area, ball field dugouts, restrooms and playground to proper receptacles and shall maintain the concession stand, including restrooms and exterior, at all times to keep said area free of rubbish, waste, and garbage.

7. Concession stands and restrooms will open for business at least 30 minutes prior to each scheduled City activity. Concessionaire will be responsible for locking up, picking up litter, stocking the restroom with supplies (soap, toilet tissue, paper towels), turning off lights and setting alarm following all activities.
8. The Concessionaire agrees that the selling price of all items which are to be sold, vended, and dispensed shall not exceed that amount as approved by the Parks and Recreation Director, and "SHALL" be clearly posted. Prior to commencement, Concessionaire shall submit to the Parks and Recreation Director for approval a complete menu including maximum prices for each item. The menu or prices may be amended only with the approval of the Parks and Recreation Director.
9. This agreement shall not be assigned in whole or in part by the Concessionaire. The parties also agree that the City does not guarantee the performance of the duties of the Concessionaire.
10. The Concessionaire shall provide adequate general liability insurance and the Concessionaire agrees to indemnify and hold harmless the City from all claims for injuries, damages, or debt arising from the operation of said concession stand.
11. Exhibit A (General Rules) shall be a part of this contract and enforceable under terms of the contract.
12. This agreement may be terminated by Park Hills for failure to perform or breach of contract by giving seven (7) days notice of said intention to terminate. Concessionaire may terminate contract by giving thirty (30) days notice of said intention to terminate.
13. Payment is due within 10 days, a late charge of 1.5% will be added to late payments.
14. All concession equipment and supplies shall be kept in concession area. No supplies or equipment shall be stored in the Parks Department equipment room unless allowed by Parks Director. Any equipment allowed to be stored in Parks equipment room will have a fee of \$25 per month for each item. Payment should be included with monthly payment.

IN WITNESS WHEREOF, the parties have executed this agreement the day first above written.

CITY

Stacey Easter
Mayor

CONCESSIONAIRE

Joan Hoke
J. Mark

Brandy Mauler
City Clerk

Date: 5-18-24 JHE/1

3:09

CITY OF PARK HILLS
SPORTS CONCESSION APPLICATION 2024/2025

Name: Susan Haskey Address: 150 Wood St Park Hill

Do you reside in Park Hills? Yes No Give details.

Do you own property in Park Hills? Yes No Give details.

Do you currently operate a business in Park Hills? Yes No Give details.

List or describe your qualifications to successfully operate the Sports Complex/Haney Park concession stand:

We have organized and ran concessions and multiply hospitality rooms in the past several years at Central High School. I have skills to communicate, organize and associate with people

How do you plan to staff the concession for regularly scheduled events?

I already have staff of adults and teenagers lined out.

How do you plan to react to last-minute schedule changes (cancellations, added games, inclement weather, power failures, etc.)?

Whatever needs to be done. Its why you have multiply people to work. My sister and I are both off all summer so we are very flexible.

How do you plan to manage crowd control, restroom monitoring, playground safety, and litter in spectator areas?

I have no problem calling police or appropriate city officials when needed.

Do you have, or can you obtain the necessary licenses to operate this concession contract (business, sales tax, etc.) and pass necessary Health Department Inspections? Yes No

Do you, by signing this application form below, give your permission to have the city staff perform a criminal background check on you? Yes No

List the equipment you plan to provide to operate the concession stand.

snow cone machine	coffeemaker	
griddle		
roaster pans		
crock pots		

List any additional information you consider pertinent to the operation of the Sports Complex/ Haney Park concession stand.

We will be using Coca Cola Company

List any additional personal or professional information related to your involvement with spectator sports management, sporting events, sports venues, etc.

My grandma ran Sports Complex when we were little.
Been around sports and venues our entire lives.

We are professional, diligent and take pride in our work.
My husband owns his own business so business management a priority

Provide two business references and two character references with contact information.

CAS

Michael Johnson 450-6009	Mike Hartow 701-6853
Ronald Calvnd-BTI 366-0344	Sara Cole 631-4803

Signed,

Jana Holy
Jennifer Martin

Date: 3-6-24

Park Hills Sports Complex/Haney Park

Concession Stand

Exhibit A General Rules

February 20, 2024

The concession stand and restrooms will be open for business at least 30 minutes before, and until the completion of all Parks Department activities. Closing early will be permitted only with approval from the Parks and Recreation Director. Concessionaire will be responsible for crowd control, keeping restrooms clean and general supervision of activities. Concessionaire will close complex (turn off lights on ball fields, lock concession building and restrooms, set alarm) for all activities. The complex area, including the spectator area, playground and restrooms, will be kept clean by concessionaire at all times. Concessionaire will use the telephone and answering device according to the expressed desires of the Parks and Recreation Director. Concessionaire and staff will be required to attain certification on an AED, which is present at Sports Complex.

Flexibility is mandatory. Due to scheduling conflicts, rain, etc., it is not possible at this time to give a final schedule for the upcoming season. The concession stand will be open for all Mineral Area Baseball Association games, softball and baseball leagues, tournaments, soccer games and events scheduled or approved by the Parks and Recreation Director. Times will vary considerably.

Concession stand will be open for city sponsored festivals unless closure is requested or approved by the Parks and Recreation Director. The Parks and Recreation Director reserves the right to allow other vendors for festivals in addition to concession stand.

The City of Park Hills will provide the following items:

Ice Machine (City Parks Department has priority for its use)

*** NOTE: The ice machine "SHALL" remaining running at "ALL" times! ***

The City retains the right to repair, replace, or eliminate said equipment at its sole option.

Any questions should be directed to the Parks & Recreation Director. The Parks office is located at 1 Sports Complex Road, Park Hills or call 573-430-9097. If unable to contact, call City Hall at 431-3577.