

ORDINANCE NO. 36-17

AN ORDINANCE AUTHORIZING THE MAYOR TO EXTEND THE CONCESSIONS AGREEMENT WITH THE BIG SHOW LTD. TO ACT AS THE CITY'S CONCESSIONAIRE FOR THE AVON AQUATIC FACILITY AND TO EXECUTE AN ADDENDUM TO THE CONCESSIONS AGREEMENT TO COVER CONCESSIONS AT VETERANS PARK, LITTLE LEAGUE PARK AND SCHWARTZ ROAD PARK AND DECLARING AN EMERGENCY

WHEREAS, the Avon Aquatic Facility has been in operation since July, 2015; and

WHEREAS, City Council passed Ordinance No. 80-15 on July 13, 2015 to authorize the Mayor to contract with The Big Show, Ltd. as the exclusive food concessionaire at that facility through the 2016 season; and

WHEREAS, the Administration desires to extend this concessions contract, with some modifications, for two (2) additional seasons, i.e., 2017 & 2018 seasons; and

WHEREAS, having reviewed the current concessions agreement with The Big Show, the Administration and the concessionaire have reached an agreement to extend and modify the current contract at the Aquatic Center and include concessions at Veterans Park, Little League Park and Schwartz Road Park for the balance of the 2017 and 2018 seasons; and

WHEREAS, Council, having reviewed the modifications to the concessions agreement with The Big Show, Ltd, as well as the Addendum to same, finds it to be in the best interests of the health, safety and welfare of the citizens of Avon to authorize the Mayor to enter into the Agreement and Addendum thereto for the remainder of the 2017 and the 2018 recreation season.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That the Mayor is hereby authorized to extend and modify the current Concessions Agreement with The Big Show, Ltd., an Ohio Limited Liability Company, dba "A Big Show" in substantially the form set forth in the attached Exhibit A, including the Addendum attached thereto, all of which is incorporated herein and made a part of this ordinance, for the purpose of planning, coordinating and implementing of a comprehensive program of food and beverage service at the City's parks identified therein.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

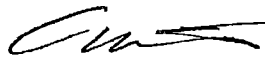
Section 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to authorize the Mayor to extend and modify

Ordinance No. 36-17 (Con't.)

the current Concessions Agreement and Addendum thereto with The Big Show, Ltd. to handle the food and beverage concession at the City's Aquatic Facility and three (3) other City parks for the soon to begin 2017 and the 2018 recreation seasons; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: May 8, 2017

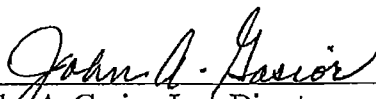
DATE SIGNED: May 8, 2017

By: 
Craig L. Witherspoon, Council President

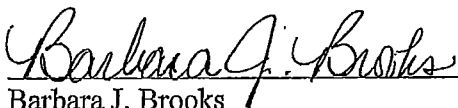
DATE APPROVED BY THE MAYOR: May 9, 2017


Bryan K. Jensen, Mayor

APPROVED AS TO FORM:


John A. Gasior, Law Director
City of Avon, Ohio

ATTEST:

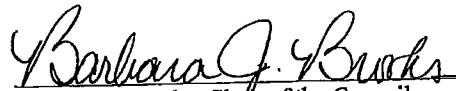

Barbara J. Brooks
Clerk of Council

Posted: June 6, 2017
In Five Places as
Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 36-17, passed by the Council of said City on May 8, 2017.

IN WITNESS WHEREOF, I have on this 6th day of June, 2017, affixed my signature and official seal.


Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

CONCESSION AGREEMENT AND ADDENDUM

THIS AGREEMENT and Addendum* is entered into by and between **THE BIG SHOW, LTD**, c/o Melissa Nelson, 635 Miller Road, Avon Lake, Ohio 44012 ("Contractor") and the **CITY OF AVON**, 36080 Chester Road, Avon, Ohio, 44011, (hereinafter designated the ("CITY"));

WITNESSETH, that in consideration of the City choosing to extend the existing contract and addendum with the Contractor for outdoor food concession services for the Avon Aquatic Facility, for the summer seasons of 2017 and 2018, and for the money considerations provided herein, the parties covenant and agree as follows:

1. A food concession service operation of good quality will be furnished exclusively by Contractor at the Avon Aquatic Facility for the 2017 and 2018 summer seasons. The food concession for other City parks is covered in the attached Addendum which is incorporated herein by this reference.
2. The Contractor shall operate the concessions stand daily during pool hours and be available for private parties and special events held at the pool facility. (See attached Exhibit A) All private parties must be approved by the City and shall be booked through the Contractor and Pool Management. The days and hours of private parties shall be agreed to by the City and the Contractor. Private parties properly booked shall take priority over any other use of the pool pavilion. Persons interested in booking private parties should also refer to attached Exhibit A. Applying a standard of reasonableness, Pool Management and the Contractor must permit individuals in private parties to bring in food and beverages such as specially decorated birthday cakes and/or specially prepared foods for person with dietary restrictions. Weather permitting, concessions stand shall be opened throughout public swim hours and specials events. (See the attached Schedule for 2017. Schedule for 2018, once completed, will be provided). The day to day decision to open or close shall be made by Pool Management. This agreement shall take effect on the date it is signed by Contractor (The Big Show) and approved by City Council and shall run through the last day the pool is open for the 2018 season.
3. The Contractor shall be responsible for hiring, staffing, having properly credentialed supervision, paying, ordering and receiving food supplies. In addition, the Contractor shall maintain staffing and inventory at appropriate levels to accommodate daily attendance ranging from an average of seven hundred (700) to a peak of one thousand four hundred (1,400) people per day.
4. The Contractor shall pay the City five percent (5%) of net sales at the end of the 2017 and 2018 summer seasons. Gross sales means the total of all sales conducted at the site (concessions stand or food truck). Net sales refers to Gross Sales less sales taxes paid to Lorain County.

* The Addendum to this Agreement is attached hereto as "Addendum to Concessions Contract" and incorporated herein and covers concessions at Veterans Park, Schwartz Road Park and Little League Park.

5. The Contractor shall also furnish the City Finance Director with monthly and seasonal reports of gross and net sales not later than ten (10) days following the end of the month and season on forms approved by the Finance Director. Payment of the agreed percentage of net sales to the City shall accompany the end of season report.
6. The City and the Contractor agree to provide equipment and supplies as set forth in the attached Exhibit B. Equipment purchased by the Contractor remains the property of the Contractor. Equipment purchased by the City remains the property of the City.
7. These items are being provided "as is" in their existing, used condition. The City will be responsible for repair and/or replacement of its own equipment unless misuse is found to have occurred. The Contractor shall also be required to provide, at the Contractor's cost, additional needed equipment.
8. The City shall be entitled to cancel or implement penalties for non-performance as specified in Paragraph 21 of this Contract upon giving written notice to the Contractor of its failure to comply with any of the provisions of this Contract or to furnish satisfactory service in such concession operation. The Contractor shall be given seven (7) days to cure any breach upon receipt of said written notice. The Contractor shall be entitled to cancel this Contract upon giving written notice to the City of its failure to comply with any of the provisions of this Contract. The City shall be given seven (7) days to cure any breach upon receipt of said written notice. Written notice to the parties under this paragraph shall be by certified mail to their address as listed in Paragraph 20.
9. The Contractor shall be responsible for the maintenance and cleanliness of the concession kitchen, concession eating area and the rented pavilion area, including tables and waste containers in accordance with all State and local laws and regulations governing the sale and service of food to the general public. During extremely busy times, the Contractor may request assistance from the pool staff in keeping the area clean. Contractor shall not be responsible for emptying trash cans or general clean-up in areas outside their immediate control, i.e., the concessions area or the pavilion when they are catering a function therein.
10. The Contractor shall keep the concession area open during pool public swim hours and special events, unless otherwise approved by the Pool Management or his/her designee.
11. No pool staff or City employees (with the exception of Police, Fire, and the Recreation/Pool Supervisors) will be permitted to have a key or codes to the concession area. Extra keys will be available for Contractor's use during the pool season. All keys will be returned to the City at the end of the pool season. Except for emergency or health/safety inspections, no City employees will be permitted to enter the concession stand without prior permission from the Contractor once the stand has been stocked with product and equipment. Access to allow unanticipated product delivery is permissible. Contractor will be notified that such delivery is occurring. Nothing in this Agreement shall limit or condition the City in its enforcement of Health, Fire and Building Codes and any other laws.

12. The City agrees to be responsible for spraying the concession stand for bugs and rodents prior to occupancy by the Contractor.
13. Using 2016 menu and pricing as a bench mark, the Contractor may charge a reasonable mark-up over cost. It is the intention of the City to make available to the public the highest quality service with a reasonable profit to the Contractor which will justify the Contractor's investment and expenses. All prices of all items for sale shall be posted in full and open view of the public. Prior to publicly posting the menu offerings and pricing, the contractor will provide the City with same for its acceptance. The current menu for the 2017 season is attached as Exhibit C. No intoxicating beverages or tobacco products of any kind shall be kept, sold, gifted or used in or about the premises.
14. The Contractor will personally supervise the operation on-site with adults over the age of eighteen (18). Concession employees will be fifteen (15) years of age or older. The Contractor shall comply with all federal, state and local laws, as well as with department policies, relating to supervision, food operations and the employment of minors.
15. The Contractor shall protect, indemnify and save the CITY harmless from and against all liabilities, damages, losses, claims, actions, costs and expenses of any nature resulting from injuries or damages to persons or property on or about the Premises arising from the sale of food or operation of the food concession service in any manner connected with the use, condition or occupancy of the concessions area by the Contractor or any act or omission of the Contractor, its agents or employees. Unless waived or modified by the Law Director, the Contractor shall furnish to the City's Finance Director proof of a comprehensive general liability insurance policy and products liability or completed operations insurance in at least the amount of One Million Dollars (\$1,000,000.00), and shall cause the City to be named as an additional insured on the policy. Contractor shall provide renewal certificates of same to appropriate Pool Management personnel, the City's Finance Director and the City's Law Director.
16. Contractor's Food trucks. With consent of pool management regarding days, times, truck location and pool access, the Contractor's food trucks may be used to supplement the service at the Avon Aquatic Facility. All terms of this agreement apply to this portion of the operation.
17. The Contractor shall be responsible for and pay the Lorain County General Health Department fees for the 2017 and 2018 seasons.
18. The City shall have an option to renew this Contract on a one, two or three year basis based upon satisfactory performance by the Contractor.
19. This Contract shall be deemed made and entered into in the City of Avon, Lorain County, State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio, Avon Codified Ordinances and Regulations of the Lorain

County Board of Health. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Lorain County, Ohio.

20. All notices or requests between City and Contractor shall be in writing. Any such notices or requests to City shall be made to the Pool Management, 36380 Chester Road, Avon, Ohio 44011, or at such other address as City may from time to time designate in writing to Contractor, and all notices or requests to Contractor shall be made to Melissa Nelson dba, The Big Show, Ltd., 635 Miller Road, Avon Lake, Ohio 44012. Unless otherwise specified, written notice may be by email (with send receipt).
21. Non Performance Clause. For unapproved early closing, late opening, missed days of service provision (non-opening) or inadequate staffing, the contractor may be charged the cost of lost revenue. Calculations based on average daily revenue from previous year or in the case of non-executed pool parties the published rates.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

Signed in the presence of:
Witnesses:

Barbara Brooks

VENDOR: THE BIG SHOW, LTD.

By: [Signature]

Printed Name: Melissa Nelson

Title: President

Tax ID No.: 31-17-17822

Date: 6-5-17

CITY OF AVON

Barbara Brooks

By: [Signature]
Bryan K. Jensen, Mayor

Date: 6-5-17

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director



POOL HOURS

EXHIBIT A - PAGE 1
CONCESSION AGREEMENT

OPENING DAY/WEEK SCHEDULE:

FRIDAY JUNE 2 - FREE SEASON KICK-OFF OPEN SWIM FOR ALL AVON

RESIDENTS! Just show proof of residence and you can swim free from 6-8pm!

Saturday, June 3 11:00am - 6:00pm

Sunday, June 4 11:00am - 6:00pm

June 5-7 Activity pool only 6:00pm - 8:00pm

Thursday June 8 4:00pm - 8:00pm

2017 RATES

Public Swim Hours

(June 9 - August 20)

Weekdays 11:30am - 8:00pm

Weekends 11:00am - 8:00pm*

Lap Lanes (25yds) available daily

*Competition Pool (adults) 11:00am - Noon

- Diving Boards & Water Basketball open at noon

# OF PASSES PER FAMILY	REG RATE	RENEWAL RATE PURCHASE BY 6/1	EB RATE NON- RENEWAL PURCHASE BY 6/1
1 st Person	\$80	\$64	\$75
2 People	\$140	\$112	\$130
3 People	\$196	\$157	\$181
4 People	\$244	\$195	\$224
5 People	\$288	\$230	\$263
MAX 6 People +	\$328	\$262	\$298
*Senior (60+)	\$42 *Silver	\$34 Sneakers	\$37 Accepted
Nanny Pass	\$85	\$68	

Morning Special Sessions

(June 9 - August 20) Weekdays 10:00am - 11:15am

Parent & Child: CommStar Tot Area & Sprayground - (slides/play unit closed)

Lap Lanes: Competition Pool- Short Course (25yds)

Also Early Morning Lap Swims 6:30am - 8:00am June 9 - July 28 -Shared Long Course (50m) available

Pool Season through Labor Day:

Aug 21- Aug 29 11am -7pm

Aug 30 -Sept 4 after school 4-7 pm, Sat & Sun 11-6

Open Holidays 11am -6pm

Renewals may be done online!

New passes can be purchased
at the Parks & Rec Dept.

35001 Schwartz Rd.

M-F 8am-4pm

440-937-6106

Special Dates Competition Pool Closed (Swim Meets) No Lap swimming, diving boards & water basketball. All dates tentative and subject to change. Closed from 4pm - 8pm on these dates: JUNE 15, 20, JULY 11, 25 Closed 11am-2pm; AUGUST 26 Closed all day on these dates: JULY 8 & 9 and 6-8pm July 7

Additional Information at www.AVONPOOL.com

Avon Aquatic Facility 36265 Detroit Road

SWIM PARTIES at the FLAVORSEAL PAVILION

We've got the perfect location for your children's birthday parties!

Pool Outings— Small number (16 people) to Medium size (32 people)

Includes swim session, reserved table & food package

Available Thursdays, Fridays & Saturdays from 12:00 p.m. – 3:00 p.m. or 5:00 p.m. – 8:00 p.m.
(Hours subject to change)

Contact the catering manager to book your party.

COST:

- Food packages ranging from \$5.50 – \$10.25 per person (Prices subject to change)

PLUS:

- Swim session for up to 16: \$80 (2 reserved picnic tables)
- Swim session for up to 32: \$130 (4 reserved picnic tables)
- All party goers must be included in swim session tally
- Limited opportunities for parties over 32. Please call for info.

NOTE! All parties are scheduled during open swim sessions as the pool does not have lighting for after hours.

Exhibit B revision

Items provided by Avon Aquatic Facility

Concession Equipment	Description	QTY
Reach in Refrigerator	Advantage	1
Reach in Freezer 2dr	Advantage	1
Sandwich top refrigerator	Elite series	1
Warmer/merchandise	2 dr	1
Pizza oven	Hobart 88740	1
Micro wave oven	Amana commercial	3
Work table (SS)	30x36 upturn	1
Work table	24x24 flat top	2
Work table	30x48 16 gauge	1
Wire shelving	Eaglebrite 18"W	5
Posts for shelving	Eaglebrite 74"H	8
Hand sink & faucet	BPS 1818	1
3-compartment sink & faucet	E358 15-14T15	1
Grease Interceptor 30 lbs		1

Items to be provided by contractor &/or vendor (2016 beverage vendor - Pepsi)

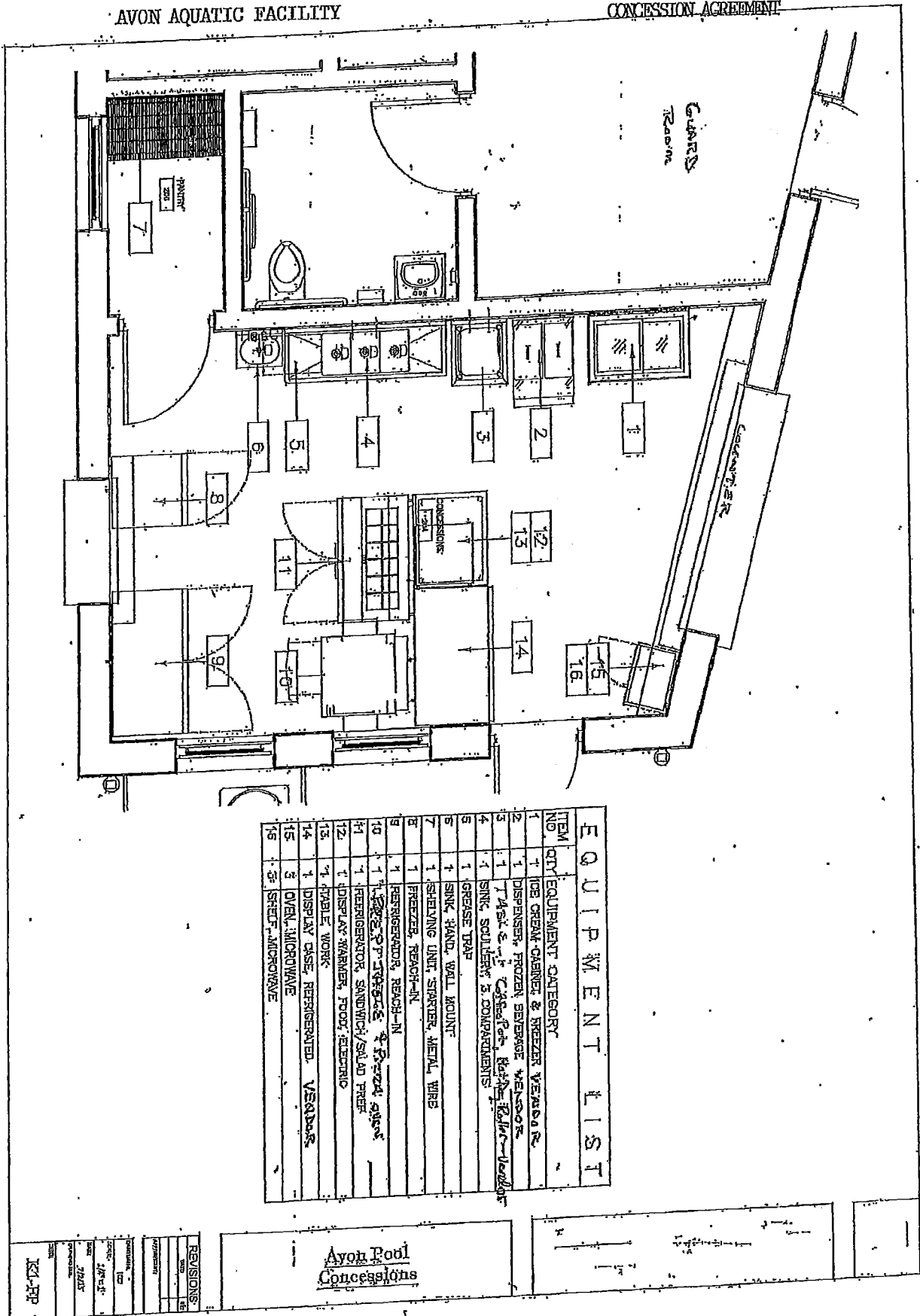
Hot Dog Roller	1	
Registers	1-2	
Cheese machine	1	
Slushy machine	1	
Coffee machine	1	
Ice cream freezer w/ glass/server	1	
*Beverage coolers/display 2 dr.	1-2	arranged by contractor
*Vending Machines	1-2	arranged by contractor

Condiment pumps, condiment rack, candy racks, chip rack, phone, time clock, safe, office desk & chair, file cabinet, menu signs, napkin holders, serving/ grilling utensils, trash can on wheel base, pans/trays/ chafar, ice cooler, stools, reservation signs,

Suggested addition Panini press

AVON AQUATIC FACILITY

EXHIBIT B - PAGE 2
CONCESSION AGREEMENT



EQUIPMENT LIST

ITEM NO.	QTY	EQUIPMENT CATEGORY
1	1	ICE CREAM CABINET & FREEZER VENDING
2	1	DISPENSER, FROZEN BEVERAGE VENDING
3	1	1 Asst & 1/2 Cstb. Pot. Ref. for 100 lbs. of product
4	1	SINK, SOUTHERN 3 COMPARTMENTS
5	1	GREASE TRAP
6	1	SINK, HAND, WALL MOUNT
7	1	SHELVING UNIT, STARTER, METAL WIRE
8	1	FREEZER, REACH-IN
9	1	REFRIGERATOR, REACH-IN
10	1	REFRIG. ST. 24" x 36" x 4" 1/2
11	1	REFRIGERATOR, SANDWICH/SALAD PREP
12	1	DISPLAY WARMER, FOOD, ELECTRIC
13	1	TABLE WORK
14	1	DISPLAY CASE, REFRIGERATED, VENDING
15	3	OVEN, MICROWAVE
16	3	SHELF, MICROWAVE

Avon Pool
Concessions

REVISIONS
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

EXHIBIT C
CONCESSION AGREEMENT

Avon Aquatic Facility Concession Stand

SANDWICHES

Beef Hotdog		\$2.50
- add Cheese	50 cents	
Pizza Slice Cheese		\$3.00
Pizza Slice Pepperoni		\$3.50
Chicken Fries		\$3.95
Turkey Wrap		\$4.95
Salad; Mozzarella & Cranberry		\$3.75

SNACKS

Hummus with Pretzels		\$3.75
Nachos with Cheese		\$2.95
Hot Pretzel		\$2.95
- add Cheese		\$0.50
Popcorn		\$1.75
Chips		\$1.75
- Kettle, Salt & Vinegar, Doritos		
Cliff Bar		\$2.00
Gatorade Protein Bars		\$2.95

SWEET TREATS

Big Brownie		\$2.00
Big Cookie		\$2.00
Chocolate Bar		\$1.95
- Reeses, Twix, Hersheys, Kit Kat		
Candy Novelty	35 cents to	\$1.95
Slush Puppies		\$2.75
- Cherry, Blue Raspberry, Bubble Gum, Green Apple		
- Mango, Grape, Watermelon,		
Ice Cream Novelties	\$1.00 to	\$3.75

BEVERAGES

Bottled drinks		\$2.50
- Pepsi, Diet Pepsi, Sierra Mist, Orange Crush		
- Cherry Dr Pepper, Mt Dew, Aquafina Water, Unsweet Tea,		
- Half & Half Lemonade Tea, White Glacier Gatorade		
- Fruit Punch Gatorade, Cool Blue Gatorade		
Capri Sun		\$2.00
Starbucks Cold Frappuccino : Caramel or Mocha		\$4.50
Starbucks Pike Place Blend Coffee		\$2.50
Swiss Miss Hot Chocolate		\$2.00

ADDENDUM To Concessions Contract

THIS ADDENDUM is entered into by and between **THE BIG SHOW, LTD, c/o** Melissa Nelson, 635 Miller Road, Avon Lake, Ohio 44012 ("Contractor") and the **CITY OF AVON**, 36080 Chester Road, Avon, Ohio, 44011, (hereinafter designated the ("CITY"));

AS CONSIDERATION for the City choosing to extend the existing contract with the Contractor for outdoor food concession services for the Avon Aquatic Facility for the summer seasons of 2017 and 2018 and for the money considerations provided therein, the parties further agree to enter into this Addendum to cover food concession services at the City parks identified herein pursuant to the following:

1. A food concession service operation of good quality will be furnished exclusively by Contractor at the following City parks: Veterans Park, Schwartz Road Park and Little League Park for the 2017 and 2018 summer seasons. Veterans Park and Schwartz Road Park concessions shall be open through October.
2. The Contractor shall operate the concessions stands at each of the City parks as set forth in the attached Addendum Exhibit 1. In addition, Contractor shall have the exclusive right to operate its food trucks at these parks except during the Duct Tape Festival. Weather permitting, concessions stand shall be opened throughout public recreational events or as specifically required by the City's Parks Director. The day to day decision to open or close the parks shall be made by the City's Parks Director. This agreement shall take effect on the date it is signed by Contractor (The Big Show) and approved by City Council and shall run through the last day for 2018 seasonal recreation events.
3. The Contractor shall be responsible for hiring, staffing, having properly credentialed supervision, paying, ordering and receiving food supplies. In addition, the Contractor shall maintain staffing and inventory at appropriate levels to accommodate daily attendance at all events.
4. The Contractor shall pay the City two percent (2%) of net sales at the end of each of the 2017 and 2018 seasons. Gross sales means the total of all sales conducted at the site (concessions stand or food truck). Net sales refers to Gross Sales less sales taxes paid to Lorain County.
5. The Contractor shall also furnish the City Finance Director with monthly and seasonal reports of gross and net sales not later than ten (10) days following the end of the month and season on forms approved by the Finance Director. Payment of the agreed percentage of net sales to the City shall accompany the end of season report.
6. The City and the Contractor agree to provide equipment and supplies at each of the parks as set forth in the attached Addendum-Exhibit 1. Equipment purchased by the Contractor remains the property of the Contractor. Equipment purchased by the City remains the property of the City.

7. These items identified as belonging to the City in Addendum-Exhibit 1 are being provided "as is" in their existing, used condition. The City will be responsible for repair and/or replacement of its own equipment unless misuse is found to have occurred. The Contractor shall also be required to provide, at the Contractor's cost, additional needed equipment.
8. The City shall be entitled to cancel or implement penalties for non-performance as specified in Paragraph 21 of this Addendum upon giving written notice to the Contractor of its failure to comply with any of the provisions of this Addendum or to furnish satisfactory service in such concession operation. The Contractor shall be given seven (7) days to cure any breach upon receipt of said written notice. The Contractor shall be entitled to cancel this Contract upon giving written notice to the City of its failure to comply with any of the provisions of this Contract. The City shall be given seven (7) days to cure any breach upon receipt of said written notice. Written notice to the parties under this paragraph shall be by certified mail to their address as listed in Paragraph 20.
9. The Contractor shall be responsible for the maintenance and cleanliness of the concession kitchen, concession eating area (an area within five (5) feet of the counter) including tables (if applicable) and waste containers in accordance with all State and local laws and regulations governing the sale and service of food to the general public. During extremely busy times, the Contractor may request assistance from the City Parks staff in keeping the area clean. Contractor shall not be responsible for emptying trash cans or general clean-up in areas outside their immediate control, i.e., the concessions area or the area within five (5) feet of the counter).
10. The Contractor shall keep the concession area open during recreational events and special events, unless otherwise directed by the City's Parks Director or his/her designee.
11. No Park staff or City employees (with the exception of Police, Fire, and the Recreation/Pool Supervisors) will be permitted to have a key or codes to the concession area. Extra keys will be available for Contractor's use during the season. All keys will be returned to the City at the end of each season. Except for emergency or health/safety inspections, no City employees will be permitted to enter the concession stand without prior permission from the Contractor once the stand has been stocked with product and equipment. Access to allow unanticipated product delivery is permissible. Nothing in this Agreement shall limit or condition the City in its enforcement of Health, Fire and Building Codes and any other laws.
12. The City agrees to be responsible for spraying the concession stand for bugs and rodents prior to occupancy by the Contractor.
13. Using 2017 Aquatic Facility menu and pricing as a bench mark (See the Concession Agreement Exhibit B for details), the Contractor may charge a reasonable mark-up over cost. It is the intention of the City to make available to the public the highest quality service with a reasonable profit to the Contractor which will justify the Contractor's investment and expenses. All prices of all items for sale shall be posted in full and open view of the public. Prior to publicly posting the menu offerings and pricing, the

contractor will provide the Parks Director with same for its acceptance. No intoxicating beverages or tobacco products of any kind shall be kept, sold, gifted or used in or about the premises.

14. The Contractor will personally supervise the operation on-site with adults over the age of eighteen (18). Concession employees will be sixteen (16) years of age or older. The Contractor shall comply with all federal, state and local laws, as well as with department policies, relating to supervision, food operations and the employment of minors.
15. The Contractor shall protect, indemnify and save the CITY harmless from and against all liabilities, damages, losses, claims, actions, costs and expenses of any nature resulting from injuries or damages to persons or property on or about the Premises arising from the sale of food or operation of the food concession service in any manner connected with the use, condition or occupancy of the concessions area by the Contractor or any act or omission of the Contractor, its agents or employees. Unless waived or modified by the Law Director, the Contractor shall furnish to the City's Finance Director proof of a comprehensive general liability insurance policy and products liability or completed operations insurance in at least the amount of One Million Dollars (\$1,000,000.00), and shall cause the City to be named as an additional insured on the policy. Contractor shall provide renewal certificates of same to the Parks Director, the City's Finance Director and the City's Law Director.
16. Contractor's Food trucks. With consent of the Parks Director regarding days, times, truck location and access, the Contractor's food trucks may be used to supplement the service at any of the City Parks covered by this Addendum. All terms of this agreement apply to this portion of the operation.
17. The Contractor shall be responsible for and pay the Lorain County General Health Department fees for the 2017 and 2018 seasons.
18. The City shall have an option to renew this Contract on a one, two or three year basis based upon satisfactory performance by the Contractor.
19. This Contract shall be deemed made and entered into in the City of Avon, Lorain County, State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio, Avon Codified Ordinances and Regulations of the Lorain County Board of Health. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Lorain County, Ohio.
20. All notices or requests between City and Contractor shall be in writing. Any such notices or requests to City shall be made to the Parks Director, 35001 Schwartz Road, Avon, Ohio 44011, or at such other address as City may from time to time designate in writing to Contractor, and all notices or requests to Contractor shall be made to Melissa Nelson dba, The Big Show, Ltd., 635 Miller Road, Avon Lake, Ohio 44012. Unless otherwise specified, written notice may be by email (with send receipt).

21. Non Performance Clause. For unapproved early closing, late opening, missed days of service provision (non-opening) or inadequate staffing, the contractor may be charged the cost of lost revenue. Calculations based on average daily revenue from previous year or in the case of non-executed pool parties the published rates.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

Signed in the presence of:

VENDOR: THE BIG SHOW, LTD.

Witnesses:

Barbara Brooks

By: [Signature]

Printed Name: Merissa Nelson

Title: President

Tax ID No.: 31-1717-822

Date: 6-5-17

CITY OF AVON

Barbara Brooks

By: [Signature]
Bryan K. Jensen, Mayor

Date: 6-5-17

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ADDENDUM-EXHIBIT 1

I. Schwartz Road Park Concession Stand

- A. Equipment – The concession stand has counter tops, microwave, sinks, mop basin, shelving, and two roll open windows for service. All freezers, coolers, coffee makers, and/or additional equipment will be supplied by the contractor. The contractor is also responsible for supplying all soaps and cleaning supplies.
- B. Menu – It is expected that the contractor will offer at a minimum; drinks including bottled water, sports drinks, soda and coffee and hot chocolate; snacks including bagged chips, pretzels, candy, etc.; frozen novelties.
- C. Hours of Operation – the concession stand will be open during the spring and fall soccer seasons which are approximately April – mid-June and mid-August – October. At a minimum, the stand will be open when there are three or more games being played simultaneously. Games take place Fridays, 5:30 – 8:00 pm, Saturdays, 8:30 am – 3:30 pm, and Sundays 11:30 am – 4:00 pm. Optional operation opportunities may take place Monday – Thursday during soccer practice times, and any special events taking place in the park May – October.
- D. Food trucks operated by the concessionaire may be used at any events.

II. Little League Park Concession Stand

- A. Equipment – The concession stand has counter tops, microwave, sinks, shelving, and two roll open windows for service. All freezers, coolers, additional equipment will be supplied by the contractor. The contractor is also responsible for supplying all soaps and cleaning supplies.
- B. Menu – It is expected that the contractor will offer at a minimum: drinks including bottled water, sports drinks, soda and coffee; a hot food/sandwich item such as hot dogs, pizza, etc.; snacks including bagged chips, pretzels, candy, etc., frozen novelties
- C. Hours of Operation – the concession stand will be open during the regular Little League season in the months of May – July when there are two or more games being played simultaneously. Games take place Tuesday – Thursday, 6:30 – 8:30 pm, and Saturdays, 9:30 am – 2:00 pm. Make up games may take place on Mondays and Fridays. If there are two simultaneous make-up games on Monday and/or Friday the stand will open.
- D. Food trucks operated by the concessionaire may be used at any games or special events.

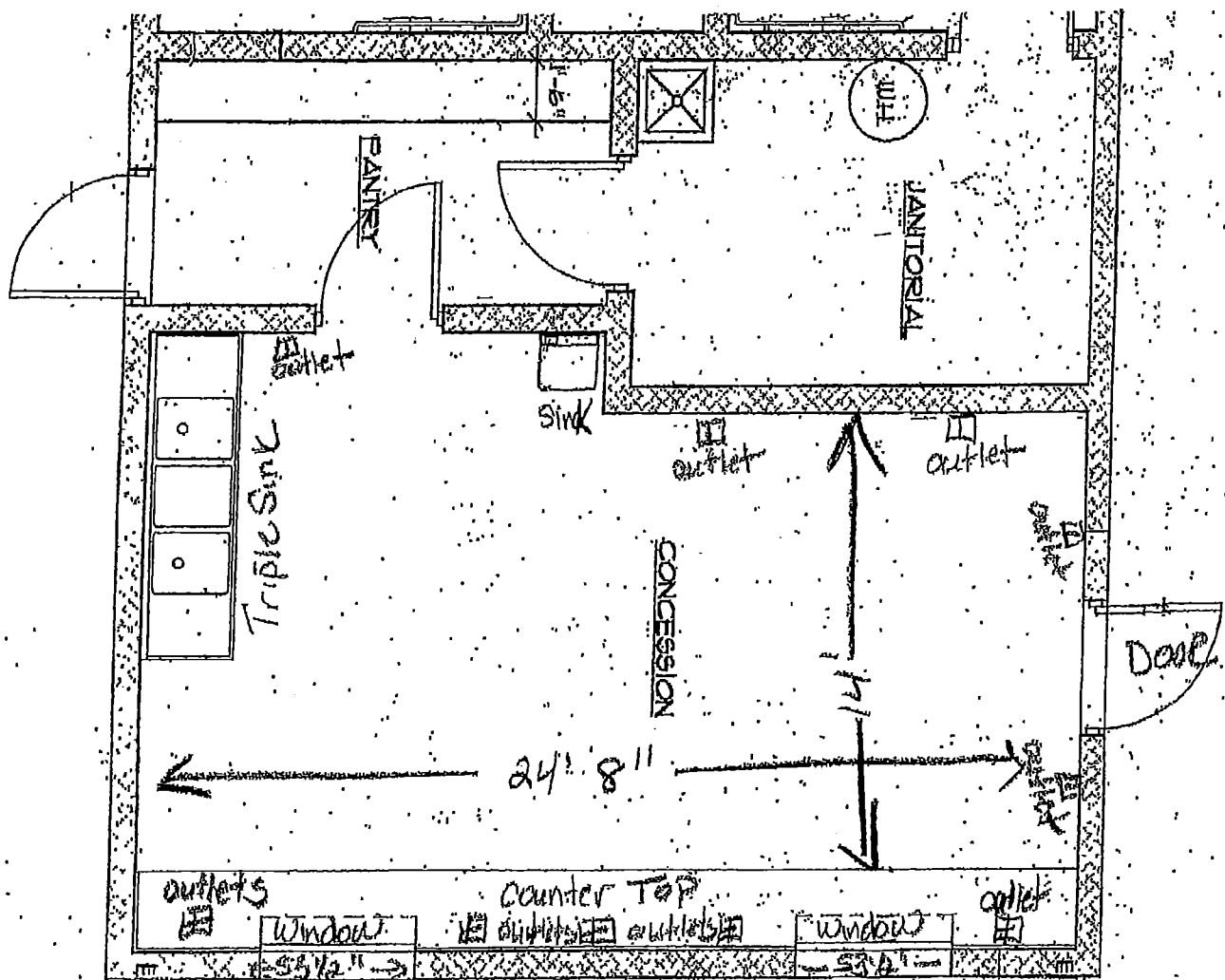
III. Veteran's Memorial Park Concession Stand

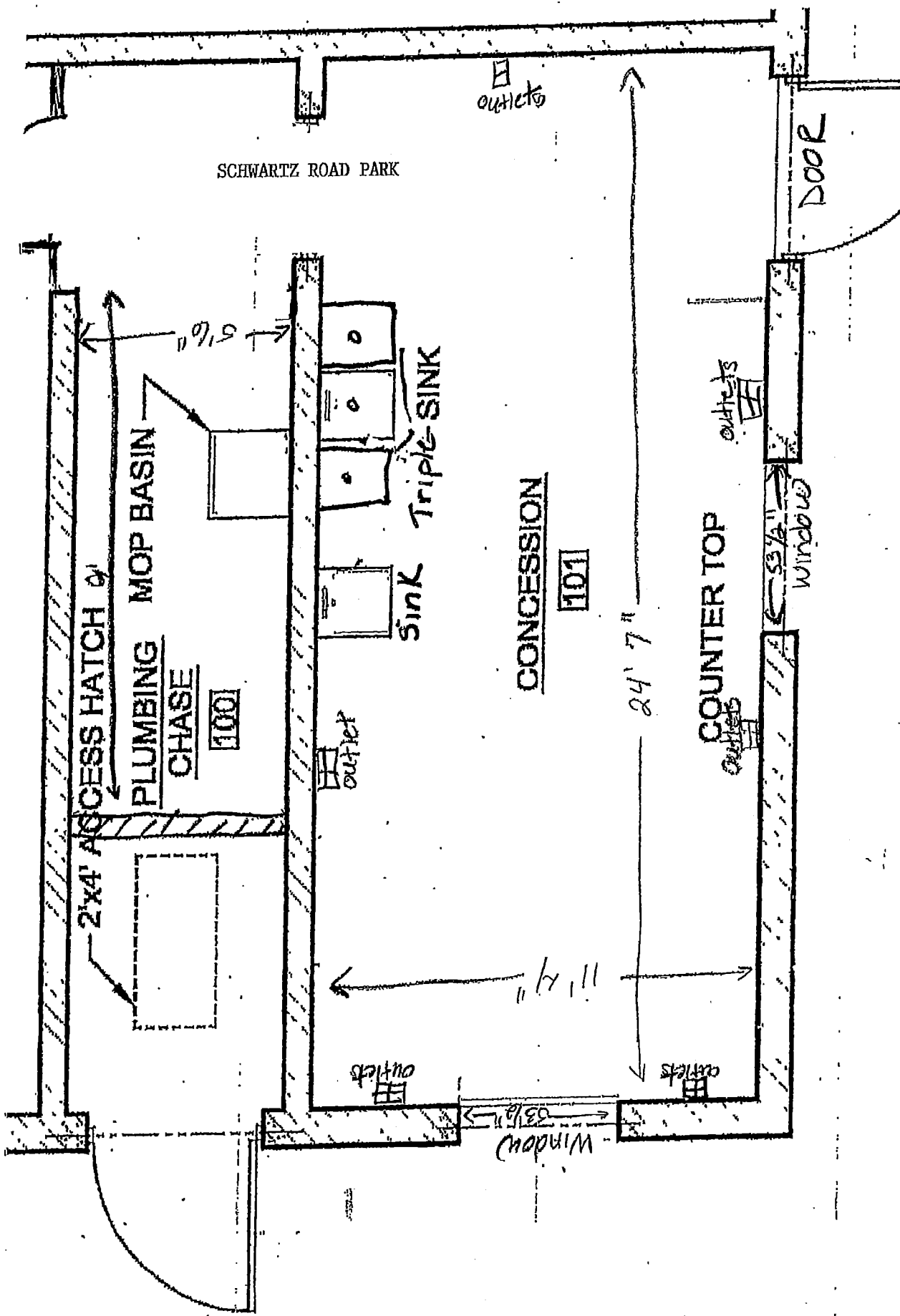
- A. Equipment – The concession stand has counter tops, microwave, triple sink, sink, two roll open windows. All freezers, coolers, coffee makers, warmers, etc. will be supplied by the contractor. The contractor is also responsible for supplying all soaps and cleaning supplies.

- B. Menu – It is expected that the contractor will offer at a minimum: drinks including bottled water, sports drinks, soda and coffee; a hot food/sandwich item such as hot dogs, pizza, etc.; snacks including bagged chips, pretzels, candy, etc., frozen novelties
- C. *Hours of Operation – the concession stand will be open during the regular Little League Season, Challenger season, co-ed softball season, fall ball season, and flag football season when there are two or more games being played simultaneously and at least one game is on field 4, 5, 6 or 7. The seasons and times are as follows.
 - Little League regular season – end of April – mid July. Games can be played Monday – Friday, 6:00 – 9:30 pm, Saturdays, 9:00 am – 4:00 pm.
 - Challenger season – May – July, Sundays, 5:00 – 7:00 pm
 - Co-ed season – Mid-April – July, Sundays 4:00 – 8:00 pm
 - Fall Ball – August – October, Monday - Thursday, 6:00 – 9:30 pm and Saturdays 9:00 – 1:00 pm
 - Flag Football season – Saturdays, 10:30 am – 1:00 pm
- D. Food trucks operated by the concessionaire may be used at any games or special events.

*Actual hours of operation can vary due to changes in enrollment numbers in the programs.

VETERAN'S MEMORIAL PARK







POOL HOURS

EXHIBIT A - PAGE 1
CONCESSION AGREEMENT

OPENING DAY/WEEK SCHEDULE:

FRIDAY JUNE 2 - FREE SEASON KICK-OFF OPEN SWIM FOR ALL AVON

RESIDENTS! Just show proof of residence and you can swim free from 6-8pm!

Saturday, June 3 11:00am - 6:00pm

Sunday, June 4 11:00am - 6:00pm

June 5-7 Activity pool only 6:00pm - 8:00pm

Thursday June 8 4:00pm - 8:00pm

2017 RATES

Public Swim Hours

(June 9 - August 20)

Weekdays 11:30am - 8:00pm

Weekends 11:00am - 8:00pm*

Lap Lanes (25yds) available daily

*Competition Pool (adults) 11:00am - Noon

- Diving Boards & Water Basketball open at noon

# OF PASSES PER FAMILY	REG RATE	RENEWAL RATE PURCHASE BY 6/1	EB RATE NON- RENEWAL PURCHASE BY 6/1
1 st Person	\$80	\$64	\$75
2 People	\$140	\$112	\$130
3 People	\$196	\$157	\$181
4 People	\$244	\$195	\$224
5 People	\$288	\$230	\$263
MAX 6 People +	\$328	\$262	\$298
*Senior (60+)	\$42 *Silver	\$34 Sneakers	\$37 Accepted
Nanny Pass	\$85	\$68	

Morning Special Sessions

(June 9 - August 20) Weekdays 10:00am - 11:15am

Parent & Child: CommStar Tot Area & Sprayground - (slides/play unit closed)

Lap Lanes: Competition Pool- Short Course (25yds)

Also Early Morning Lap Swims 6:30am - 8:00am June 9 - July 28 -Shared Long Course (50m) available

Pool Season through Labor Day:

Aug 21- Aug 29 11am -7pm

Aug 30 -Sept 4 after school 4-7 pm, Sat & Sun 11-6

Open Holidays 11am -6pm

Renewals may be done online!

New passes can be purchased
at the Parks & Rec Dept.
35001 Schwartz Rd.
M-F 8am-4pm
440-937-6106

Special Dates Competition Pool Closed (Swim Meets) No Lap swimming, diving boards & water basketball. All dates tentative and subject to change. Closed from 4pm - 8pm on these dates: JUNE 15, 20, JULY 11, 25 Closed 11am-2pm; AUGUST 26 Closed all day on these dates: JULY 8 & 9 and 6-8pm July 7

Additional Information at www.AVONPOOL.com

Avon Aquatic Facility 36265 Detroit Road

LITTLE LEAGUE PARK

