### **ORDINANCE NO. 54-23**

# AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONCESSIONS AGREEMENT WITH THE BIG SHOW LTD. TO ACT AS THE CITY'S CONCESSIONAIRE FOR THE AVON MUNICIPAL AQUATIC FACILITY AND DECLARING AN EMERGENCY

WHEREAS, the Administration issued a Request for Proposals from various food service operators (caterers and food truck operators) to operate a concession stand at the City's Aquatic Facility for the convenience of the patrons; and

WHEREAS, the deadline to submit responses was March 15, 2023; and

WHEREAS, only one entity responded with a proposal, The Big Show, Ltd., dba "A Big Show"; and

WHEREAS, the Administration thoroughly reviewed their response is prepared to move forward with awarding the pool concessions contract to The Big Show, Ltd.; and

WHEREAS, Council, having reviewed the concessions agreement with The Big Show, Ltd, finds that entering into said agreement is in the best interest of the health, safety and welfare of the citizens of Avon.

### 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 enter into a 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, which is incorporated herein and made a part of this ordinance, for the planning, coordinating and implementing of a comprehensive program of food and beverage service at the City's Aquatic Facility

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 enter into a Concessions Agreement with The Big Show, Ltd. to handle the food and beverage concession at the City's Aquatic Facility for the 2023 season which is set to begin in early June; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: April 24,2023

By: Brian Fischer, Council President

DATE APPROVED BY THE MAYOR April 25,2023

Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior, Law Director

ATTEST:

Barbara J. Brooks, Clerk of Council

POSTED: April 2

Electronically and at City Hall 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. 54-23, passed by the Council of said City on April 24, 2023.

IN WITNESS WHEREOF, I have on this 25<sup>th</sup> day of April, 2023, affixed my signature and official seal.

Marbara J. Brooks, Clerk of the Council

of the City of Avon, Ohio

### **CONCESSION AGREEMENT**

THIS AGREEMENT is entered into by and between THE BIG SHOW, LTD, c/o Melissa Nelson, 36225 Detroit Rd. Ste. # 494, Avon, Ohio 44011 ("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 enter into a contract with The Big Show, the Contractor, for outdoor food concession services for the Avon Aquatic Facility 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 3 years, 2023, 2024 and 2025 with two (2) one (1) year extensions, at the city's option, for years 2026 and 2027. In addition, during swim competitions and aquatic special events, the Contractor may utilize a properly licensed and inspected food truck in the area just outside of the Aquatic Facility.
- 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 persons with dietary restrictions. Weather permitting, concession stand shall be opened throughout public swim hours and special events. (See the attached season schedule which shall be provided upon completion). 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.
- 3. The Contractor shall be responsible for hiring, staffing, having properly trained 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. Contractor agrees to adequately staff the facility during normal hours of operation until the session or event ends. Contractor shall staff appropriately for peak times to minimize long lines.

- 4. The contractor will supervise the operation on-site with adults over the age of eighteen (18) who must pass a background check through the city, at the city's expense. 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. The contractor shall establish written policies and procedures to train employees on opening, closing, safety, customer service, evacuation procedures, etc.
- 5. The Contractor shall pay the city a minimum of five percent (5%) of gross sales. "Gross sales" means the total of all sales conducted at the site itemizing concession stand, food truck, pavilion and vending machine sales. (Gross sales after sales tax is backed out of soda sales)
- 6. Daily sales reports must be emailed to the Finance Department by 11am the following business day. Commission payments are due to the city by the 15<sup>th</sup> of the subsequent month.
- 7. The contractor shall be responsible for and pay the Lorain County General Health Department fees and taxes for each pool season.
- 8. The city and the Contractor agree to provide equipment and supplies as set forth in the attached Exhibit D. Equipment purchased by the Contractor remains the property of the Contractor. Equipment purchased by the city remains the property of the city.
- 9. 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.
- 10. The city shall be entitled to cancel or implement penalties for non-performance as specified in Paragraph 25 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 the city's 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. Contractor is otherwise committed to all provisions defined in the agreement. Written notice to the parties under this paragraph shall be by certified mail to their address as listed in Paragraph 24.
- 11. The annual pool schedule is set forth in Exhibit A. Contractor should refer to www.avonpool.com for updates.
- 12. Contractor will provide the city with information to post on the website for menu items and pricing, especially for pool parties. This information may also be provided to customers.

- 13. 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. The Contractor may install cameras in the concession kitchen, cashier area, and backroom areas for safety and security purposes. All cameras must monitor only these areas. No public areas shall be monitored.
- 14. The Contractor shall keep the concession area open during public swim hours and special events, unless otherwise approved by the Pool Management. (See Paragraph 25, below)
- 15. Except for the City's Recreation Coordinator, Aquatics Coordinator and Pool Manager, no pool staff or city employees (with the exception of Police and Fire personnel in an emergency) 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.
- 16. The city agrees to be responsible for spraying the concession stand for bugs and rodents prior to occupancy by the Contractor. The city will provide the Contractor and/or the County Health Department with appropriate documentation.
- 17. The city may, on a limited basis for the season, distribute non-edible novelty items as a promotion during special events and allow a hospitality station during swim meets (limited to beverages and prepackaged snacks for referees and volunteer workers only) (no more than 3 times during a season). Contractor will be notified 2 weeks ahead of time that there will be a hospitality suite for scheduling purposes. City will continue to instruct swim team families that no outside coolers are permitted. The city will try to station a city employee at the pool meet gate entrance to monitor this.
- 18. If a vending machine is added to the premises by the contractor, the contractor must act as an agent for the city to give refunds to customers in the event that the vending machines malfunction, subject to reimbursement by the supplier.
- 19. Using the previous year's menu and pricing as a benchmark, the Contractor may charge a reasonable mark-up over cost in a subsequent contract year. 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 2023 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.

- 20. The Contractor shall protect, indemnify and hold 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 annually provide renewal certificates of the same to the city's Finance Director and the city's Law Director.
- 21. <u>Contractor's Food trucks</u>. 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.
- 22. 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.
- 23. All notices or requests between city and Contractor shall be in writing. Any such notices or requests to city shall be made to the Finance Director, 36080 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. 36225 Detroit Rd. Ste. # 494, Avon, Ohio 44011. Unless otherwise specified, written notice may be by email (with send receipt).
- 24. 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.
- 25. The city of Avon shall not be responsible for any lost revenue due to a pre-mature closing or interruptions of operations at the facility. The city of Avon shall not be responsible for lost product cost due to power outage.

### **Exhibits**

- 26. Exhibit A Hours of Operation 2023
- 27. Exhibit B Attendance History
- 28. Exhibit C Menu List
- 29. Exhibit D city of Avon Concessions equipment list
- 30. Exhibit E Pool Party Catering Package
- 31. Exhibit F- Concession Revenue Example
- 32. Exhibit G- Concession Stand Building Layout

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:	VENDOR: THE BIG SHOW, LTD.
	By:
<u> </u>	Printed Name:
	Title:
	Tax ID No.:
	Date:
Bailiaia Beorha	By: Bryan K. Jensen, Mayor
	Date: April 25, 2023
APPROVED AS TO FORM:  John A. Gasior, Law Director	·



### Visit www. Avonpool.com for updates

(June 2 - 7) JUNE 2 - Free Community Splash Party! 5:30 p.m. - 7:30 p.m.

JUNE 3-4 - Pre-Season Weekend Open Swim 1:00 p.m. - 4:00 p.m.

### DAILY OPEN SWIM

(June 8 - August 8)

**WEEKDAYS** – 11:30 a.m. – 7:30 p.m.

**WEEKENDS** – 11:00 a.m. – 7:30 p.m.

- Sat & Sun 11:00 a.m. Noon 50m pool reserved for Adults only (18+)
- Lap swimming lanes available during all open swim sessions
- Rest Periods: On the hour

### **HOLIDAY HOURS**

JULY 1-4 - Pool open from 11:00 a.m. - 6:00 p.m.

### SPECIAL HOURS DURING SWIM MEETS

**JUNE 20 | JULY 11 | JULY 20 –** 50m pool closes at 4:00 p.m. **JULY 8-9 –** 50m pool closed **AUGUST 26 –** 50m pool opens at 2:15 p.m.

### EARLY SWIM SESSIONS

(Through July 28)
MONDAY - FRIDAY

- 50m Lap Lane 6:00 a.m. 8:00 a.m. (Shared pool, 2 lanes, 50m)
- Lap Swim 10:00 a.m. 11:00 a.m. (Shared section of pool)
- Parent & Tot 9:30 a.m. 11:00 a.m. (Activity pool, tot section only; Main slides closed)

### . LATE SEASON HOURS

(August 8 - Labor Day Weekend)

August 8 - August 16: Daily, 11a - 6p

August 17 - September 4: Weekends Only, 11a - 6p

### **DAILY OPEN SWIM SESSIONS**

### 11:30 am-7:30 pm Open Swim

\*11:00 am-Noon Sat & Sun (50m) pool - Adult (18+) only

\*\* Lap swimming lanes available during all open swim sessions \*\* Rest Periods: On the hour

Swim Meet closures: Dates, July 14

50m Pool: closes at 4pm

July 8, 9th: 50m pool closed; Aug 26: 50m pool opens 2:15pm

July 1 2,3,4<sup>th</sup>

11am -6pm

Bike Parade at

### **LATE SEASON OPEN SWIM HOURS (August 12- Labor Day 2023)**

August 12 - August 16;

Daily

11:00am -6:00pm

August (17-25): Aug 19,20 26,27 Sept 2,3,4 Weekends only

11:00am - 6:00pm

School day special hours Aug (17,18),(21,22,23,24,25), (28,29,30,31, Sept 1) ???????

## **EXHIBIT B to Exhibit A of Ordinance No. 54-23**

City of Avon Municipal Swimming Pool 2022 Swim Season

6-Sep-22

### Headcount

		Daily	Daily	Season	% 
		Count	<u>Pass</u>	Pass	<u>daily</u>
				i	
Wed	8-Jun-22	-	-	-	0.0%
Thurs	9-Jun-22	256	65	191	25.4%
Fri	10-Jun-22	674	181	493	26.9%
Sat	_ 11-Jun-22	464	108	356	23.3%
Sun	12-Jun-22	833	228	605	27.4%
Mon	13-Jun-22	819	192	627	23.4%
Tue	14-Jun-22	555	145	410	26.1%
Wed	15-Jun-22	1,676	693	983	41.3%
Thurs	16-Jun-22	757	216	541	28.5%
Fri	17-Jun-22	906	278	628	30.7%
Sat	18-Jun-22	85	36	49	42.4%
Sun	19-Jun-22	206	71	135	34.5%
Mon	20-Jun-22	197	79	118	40.1%
Tue	21-Jun-22	1,388	527	861	38.0%
Wed	22-Jun-22	1,111	346	765	31.1%
Thurs	23-Jun-22	425	147	278	34.6%
Fri	24-Jun-22	716	215	501	30.0%
Sat	25-Jun-22	818	337	481	41.2%
Sun	26-Jun-22	278	72	206	25.9%
Mon	27-Jun-22	325	84	241	25.8%
Tue	28-Jun-22	371	111	260	29.9%
Wed	29-Jun-22	735	219	516	29.8%
Thurs	30-Jun-22	1,075	369	706	34.3%
	Totals for June	14,670	4,719	9,951	32.2%
	Average for June	667	215	452	32.2%
		,			
Fri	1-Jul-22	669	221	448	33.0%
Sat	2-Jul-22	559	187	372	33.5%
Sun	3-Jul-22	701	272	429	38.8%
Mon	4-Jul-22	997	422	575	42.3%
Tue	5-Jul-22	367	130	237	35.4%
Wed	6-Jul-22	76	14	62	18.4%

Thurs	7-Jul-22	661	196	465	29.7%
Fri	8-Jul-22	392	112	280	28.6%
Sat	9-Jul-22	306	121	185	39.5%
Sun	10-Jul-22	. 591	229	362	38.7%
Mon	11-Jul-22	1,086	403	683	37.1%
Tue	12-Jul-22	770	247	523	32.1%
Wed	13-Jul-22	379	99	280	26.1%
Thurs	14-Jul-22	400	170	230	42.5%
Fri	15-Jul-22	643	217	426	33.7%
Sat	16-Jul-22	276	128	148	46.4%
Sun	17-Jul-22	pool not o	-		0.0%
Mon	18-Jul-22	297	93	204	31.3%
Tue	19-Jul-22	1,051	358	693	34.1%
Wed	20-Jul-22	805	307	498	38.1%
Thurs	21-Jul-22	827	320	507	38.7%
Fri	22-Jul-22	992	404	588	40.7%
Sat	23-Jul-22	45	25	20	55.6%
Sun	24-Jul-22	553	203	350	36.7%
Mon	25-Jul-22	455	171	284	37.6%
Tue	26-Jul-22	467	132	335	28.3%
Wed	27-Jul-22	69	29	40	42.0%
Thurs	28-Jul-22	757	264	493	34.9%
Fri	29-Jul-22	533	211	322	39.6%
Sat	30-Jul-22	426	174	252	40.8%
Sun	31-Jul-22	520	224	296	43.1%
	Totals for July	16,670	6,083	10,587	36.5%
	Average for July	575	210	365	36.5%
	Totals YTD	31,340	10,802	20,538	34.5%
Mon	1-Aug-22	352	129	223	36.6%
Tue	2-Aug-22	. 331	95	236	28.7%
Wed	3-Aug-22	1,196	492	704	41.1%
Thurs	4-Aug-22	2	-	2	0.0%
Fri	5-Aug-22	413	230	183	55.7%
Sat	6-Aug-22	457	161	296	35.2%
Sun	7-Aug-22	757	254	503	33.6%
Mon	8-Aug-22	232	61	171	26.3%
Tue	9-Aug-22	44	16	28	36.4%
Wed	10-Aug-22	384	143	241	37.2%
Thurs	11-Aug-22	360	183	177	50.8%
Fri	12-Aug-22	236	101	135	42.8%
Sat	13-Aug-22	214	105	109	49.1%
Sun	14-Aug-22	25	8	17	32.0%
Mon	15-Aug-22	198	57	141	28.8%
Tue	16-Aug-22	106	31	75	29.2%
Wed	17-Aug-22	264	82	182	31.1%

Thurs	18-Aug-22	549	192	357	35.0%	
Fri	19-Aug-22	707	246	461	34.8%	
Sat	20-Aug-22	396	158	238	39.9%	
Sun	21-Aug-22	4	-	4	0.0%	
Mon	22-Aug-22	68	27	41	39.7%	
Tue	23-Aug-22	269	93	176	34.6%	
Wed	24-Aug-22	605	187	418	30.9%	
Thurs	25-Aug-22	pool not op	en	-	#VALUE!	
Fri	26-Aug-22	pool not op	en	-	#VALUE!	
Sat	27-Aug-22	249	108	141	43.4%	
Sun	28-Aug-22	926	337	589	36.4%	
Mon	29-Aug-22	pool not op	en	-	#VALUE!	
Tue	30-Aug-22	pool not op	en	-	#VALUEI	
Wed	31-Aug-22	pool not op	en	-	#VALUEI	
	Totals for August	9,344	3,496	5,848		
	Average for August	346	129	217		
	Totals YTD	40,684	14,298	26,386		
Thurs	1-Sep-22	pool not op	en			
Fri	2-Sep-22	pool not op	en			
Sat	3-Sep-22	479	191	288		
Sun	4-Sep-22	pool not op	en .	•		
Mon	5-Sep-22	35	15	20		
Tue	6-Sep-22	pool not op	en	-		
	Totals YTD	41,198	14,504	26,694		
	Averages YTD	509	179	330		

# EXHIBIT C to Exhibit A of Ordinance No. 54-23

# **HOT FOOD & SNACKS**

BEEF HOT DOG	\$3.00	<b>BIG COOKIE or BROWNIE</b>	\$3.25
add Cheese, or Chili \$1.00		CANDY BAR (KIT KAT, TWIX, M&M'S)	\$2.25
PIZZA SLICE CHEESE	\$3.00	NOVELTY CANDY	\$3.25
PIZZA SLICE PEPPERONI	\$3.50	SMALL CANDY \$.35ea or 3@\$1.00	@\$1.00
CHICKEN NUGGETS (non GMO)	5ct \$2.75 10ct \$4.50		
TURKEY WRAP	\$7.50	LEMON ICE CUP	\$1.00
SALAD (Cran, Mozz, Croutons, SunFlwrSeeds) Sm:\$3.75 Lg: \$7.50	Sm:\$3.75 Lg: \$7.50	<b>CUP: Vanilla or Chocolate</b>	\$1.50
add Turkey \$4.50, Dressing: (Ranch, Lt. Italian, Balsamic)	.t. Italian, Balsamic)	FUDGE, STRAWBERRY CRUNCH, SANDWICH \$2.50	існ \$2.50
SOFT PRETZEL	\$3.50	BIRTHDAY CAKE	\$3.00
add Cheese \$1.00		Vadila usilis	<b>42 ED</b>
NACHOS (INCLUDES CHEESE)	\$3.95		00.0¢
add Chili \$1.00 Jalapenos, or Sour Cream \$0.75	30.75	Blue Raspberry, bubble dum, Green Apple, Watermeion, Cherry Mango Grape Add Sour Shock, Mix 2 Flavors	termeion, Havors
WALKIN' TACO (chili, cheese)	\$4.50	ORIGINAL BOMB POP	\$3.75
add Jalapenos, or Sour Cream \$0.75			
POPCORN	\$2.75	MISINI COOKIE, OKEO, CAKI OON	C 45.90
CHIDS S Common Classon . SQIHD	ς <b>2</b> ΕΩ	SNOWCONE, SNICKERS, REESES	\$3.95

GIFT CARD USERS get 5% off purchases. Load One today!

: Mustard, Ketchup, Relish, BBQ, Honey Mustard, Hot

\$2.50

CHIPS: Kettle, Doritos, Sun Chips

Ask about our weekly special item!

Concessions operated by: The Big Show, Itd, dba Nelly Belly A licensed concessionaire for the City Of Avon

CapriSun: \$1.00, Water: Small \$2.00, Large \$3.50

\$4.25

**ITTI BITZ Dots** 

\$2.00 1202: Cherry Pepsi, Lemonade, Lime Bubbly, Starry \$3.50 \$4.95 2002: Pepsi, Diet, DR.P, Gatorade, 1/2 Tea/Lemonade STARBUCKS Caramel, Kumbacha, RED BULL

### EXHIBIT D to Exhibit A of Ordinance No. 54-23

(Please attach list of equipment you will provide)

### **Items provided by Avon Aquatic Facility**

Concession Equipment	Description	QTY
Reach in Refrigerator	Advantege	1
Reach in Freezer 2dr	Advantege	1
Sandwich top refrigerator	Elite series	1
Warmer/merchandiser	2 dr	
Pizza oven	Hubert 88740	
Micro wave oven	Amana commercial	3
Work table (SS)	30x36 upturn	1
Work table	24x24 flat to	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 E3	S8 15-14T15	1
Grease interceptor 30 lbs	,	1

### Items to be provided by contractor &/or vendor

Registers		1-2
Cheese machine		1
Slushy machine		1
Coffee machine		1
Ice cream freezer wt glass/serve	er	1
Beverage coolers/display	2 dr	3

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

### 2022 Pool Party Catering Package At Avon Aquatics Center

Please provide a proposal for the 2023 Pool Party Catering Package similar to the attached Exhibit \_\_\_\_\_ (This document is provided as an example of the previous packages offered. Do not feel constrained to duplicate what was provided in the past. Use it as a template.

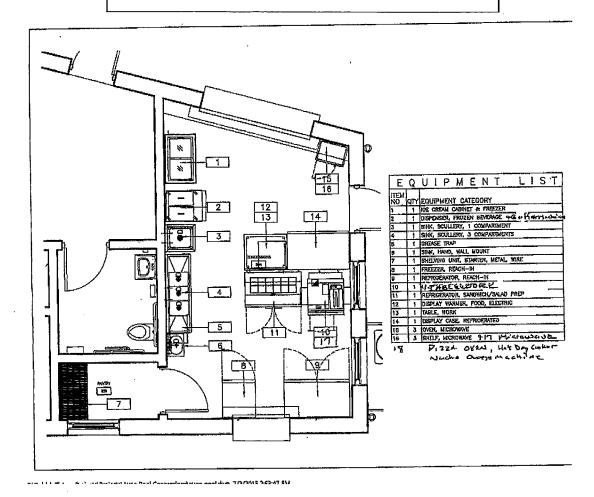
RENTAL Inclusions: A contract must be signed with Avon Aquatic Center AND food reserved with Concessionaire Office. Prices include space reserved at picnic tables in the Pavilion. No coolers and no outside food can be catered in (except for a cake or cupcakes. Customer must provide own cake plates, forks, candles, and must be stored in your designated pavilion area per health code regulations) a Service Gratuity of 20% is added to final bill. Final count must be given 7 days prior, and payment made 15 minutes before party start time. Food will be put out the second rest break. A ticket for ice cream and slushy purchases will be given to redeem at the concessions stand by party conclusion.

Package #1: PIZZA
Includes: 2 Cheese pizza squares, Asst Chips or Ice Cream Novelty, Plates, Napkins.
A) With Capri Sun: \$ B) With Canned Drink \$ C) With Bottle Drink \$
Make it Pepperoni for \$ cents/pp. Add more pizza see below
Package #2: HOTDOGS
Includes: 1 All Beef Hotdog, Asst Chips or Ice Cream Novelty, Plates, Napkins
A) With Capri Sun: \$ B) With Canned Drink \$C) With Bottle Drink \$
Package #3: CHICKEN NUGGETS
Includes: 10 Chicken Nuggets, Asst Chips or Ice Cream Novelty, Plates, Napkins.
A) With Capri Sun: \$ B) With Canned Drink \$ C) With Bottle Drink \$
Package #4: TURKEY WRAP
Includes: Turkey Wrap, Asst Chips or Ice Cream Novelty, Plates, Napkins
A) With Capri Sun: \$ B) With Canned Drink \$C) With Bottle Drink \$
Package #5: CHEESEBURGER
Includes: Cheeseburger, French Fries, Plates, Napkins
A) With Capri Sun: \$ B) With Canned Drink \$ C) With Bottle Drink \$
Add to your order: Candy Grab Bag \$ Slush Puppy \$ Ice Cream Novelty
\$ Bottled Pop /Water \$ Canned Pop \$ Turkey Wrap \$/pp, Chips or
Doritos \$ Brownies, Cookies, \$/pp, Cheese Pizza \$ Pepperoni \$ (16"
Pizza total of 16 squares) All Beef Hot Dog \$ Cake plate & forks \$ each

### **Exhibit F to Exhibit A of Ordinance No. 54-23- Concession Revenue Example**

Cash	Cards	\$ Sub Total	less 3% Card	less Soda Tax	Total	Fee Due
21,867.21	\$16,377.67	\$38,244.88	\$491.33	\$98.20	\$37,655.35	\$1,882.77
22,275.52	\$17,467.87	\$39,743.39	\$524.04	\$87.42	\$39,131.93	\$1,956.59
510,853.81	\$9,451.33	\$20,305.14	\$283.54	\$64.58	\$19,957.02	\$997.85
	21,867.21	21,867.21 \$16,377.67 22,275.52 \$17,467.87	21,867.21 \$16,377.67 \$38,244.88 22,275.52 \$17,467.87 \$39,743.39	21,867.21 \$16,377.67 \$38,244.88 \$491.33 22,275.52 \$17,467.87 \$39,743.39 \$524.04	21,867.21 \$16,377.67 \$38,244.88 \$491.33 \$98.20 22,275.52 \$17,467.87 \$39,743.39 \$524.04 \$87.42	21,867.21 \$16,377.67 \$38,244.88 \$491.33 \$98.20 \$37,655.35 22,275.52 \$17,467.87 \$39,743.39 \$524.04 \$87.42 \$39,131.93

### Concession Layout- Exhibit G to Exhibit A of Ordinance No. 54-23



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