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CITY OF SACRAMENTO

DEPARTMENT OF COMMUNITY SERVICES  
3520 FIFTH AVENUE SACRAMENTO, CALIFORNIA 95817  
TELEPHONE (916) 449-5200

ROBERT P. THOMAS  
DIRECTOR

CITY MANAGER'S OFFICE  
**RECEIVED**  
OCT 25 1982

CROCKER ART MUSEUM DIVISION  
GOLF DIVISION  
METROPOLITAN ARTS DIVISION  
MUSEUM AND HISTORY DIVISION  
RECREATION DIVISION  
PARKS DIVISION  
ZOO DIVISION

October 21, 1982

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Renfree Field Food Concession Contract

SUMMARY

The contract for Renfree Field food concession expires on December 31, 1982. A bid procedure for a new contract is necessary. Bid specifications have been prepared and are on file in the City Clerk's office.

BACKGROUND INFORMATION

The existing contract with Raymond Ebbitt and Margaret Ebbitt to provide food services at Renfree Field in Del Paso Park expires on December 31, 1982. Bid specifications for a new contract have been prepared with the appropriate resolution.

FINANCIAL DATA

The amount of revenue to the City is dependent upon the terms of the new contract. The existing contract provides 7.00% of gross receipts for the City.

RECOMMENDATION

It is recommended that the City Council approve the specifications and adopt the resolution to advertise for bids pursuant to the provisions of Chapter 12, Article III, of the Sacramento City Code.

Respectfully submitted,

*Robert P. Thomas*  
ROBERT P. THOMAS

Director of Community Services

Recommendation Approved:

*Walter J. Slife*  
WALTER J. SLIFE City Manager

RPT:js

**APPROVED**  
BY THE CITY COUNCIL

NOV - 3 1982

OFFICE OF THE  
CITY CLERK

November 3, 1982  
District 2

# RESOLUTION NO. 82-752

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION CALLING FOR SEALED OFFERS OR BIDS RELATING TO THE FOOD CONCESSION CONTRACT AT RENFREE FIELD IN DEL PASO PARK IN THE CITY OF SACRAMENTO

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The Sacramento City Council hereby invites and calls for sealed offers or bids for the Renfree Field Food Concession in accordance with the specifications entitled "Invitation to Bid for the Food Concession Contract at Renfree Field in Del Paso Park in the City of Sacramento." Copies of the specifications are available in the office of the City Clerk, Room 203, City Hall, 915 I Street, Sacramento, California 95814. Sealed offers or bids shall be submitted to the City Clerk no later than 10:30 a.m., November 30, 1982.
2. The offers or bids will be opened on November 30, 1982, at the office of the City Clerk, Room 203, City Hall, 915 I Street, Sacramento, California, at 10:30 a.m. or as soon thereafter as practicable.
3. The City Clerk shall publish this Resolution in the official newspaper of the City once a week for two consecutive weeks.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**APPROVED**  
BY THE CITY COUNCIL

NOV - 3 1982

OFFICE OF THE  
CITY CLERK

6

INVITATION TO BID FOR THE FOOD CONCESSION CONTRACT  
AT RENFREE FIELD IN DEL PASO PARK  
IN THE CITY OF SACRAMENTO

1. Offers or bids for the Food Concession Contract at Renfree Field in Del Paso Park shall be submitted in accordance with these specifications.

2. Exhibit 1, attached hereto and incorporated herein by reference, sets forth the basic form which the City proposes to use in granting the contract proposed to be entered into between the City and Concessionaire.

3. The City desires to grant a Food Concession Contract at Renfree Field in Del Paso Park named above in accordance with Chapter 12, Article III, of the Sacramento City Code.

4. Exhibit B, attached hereto and incorporated herein by reference, sets forth the concession menu and prices authorized by the Director of Community Services until and unless changed pursuant to written authorization of the Director of Community Services.

5. Exhibit C, attached hereto and incorporated herein by reference, identifies the property at the concession which is owned by the City. Offerors or bidders should take into account that concessionaires are required under the contract to furnish at their expense all equipment and fixtures necessary for the operation of the contract.

6. The term of the contract shall commence on January 1, 1983 and terminate on December 31, 1983.

7. THE OFFER OR BID SHALL BE SUBMITTED IN LETTER FORM and shall designate the percentage of gross receipts to be paid to

The City of Sacramento for the contract. The offer or bid shall include a complete statement of the prospective bidder's experience in maintaining and operating similar or related concessions or business activities. A minimum of five (5) years proven experience is required. In addition, a complete statement of financial ability and such other information as the bidder deems appropriate shall be supplied. The City Council reserves complete discretion to award the contract to the bidder it deems to be the best responsible bidder as defined in City Code Section 12.51 or to reject all bids as provided in Section 12.61 and proceed as provided in Section 12.61 or Section 12.62.

8. Offers or bids shall be submitted at the time and in accordance with the resolution set forth in Exhibit 2, attached hereto and incorporated herein by reference.

9. Information relative to the experience of the present concessionaire is set forth in Exhibit 3. This is taken from information provided by the present concessionaire and no warranty, express or implied is made as to its correctness or accuracy.

10. Pre-bid Conference. Prospective bidders are invited to attend a pre-bid conference which will be held in the office of the Director of Community Services, 3520 Fifth Avenue, Sacramento, California 95817, on Tuesday, November 23, 1982 at 10:00 a.m. The subject of this conference will be limited to clarifying, if necessary, the terms of the bid documents. Should a bidder find a discrepancy in or omission from the general terms and conditions or invitation to bid or if he should be in doubt

as to their meaning, such matters should be presented at this conference in order that written clarification may be given to all eligible prospective bidders.

11. If the Council deems that the acceptance of any bids is not in the best interests of the City, it may reject all bids and call for new bids or proceed as provided in Section 12.62 of the City Code.

CONTRACT FOR THE FOOD CONCESSION  
AT RENFREE FIELD IN DEL PASO PARK  
IN THE CITY OF SACRAMENTO

Section 1. Award of Contract.

There is hereby granted by the CITY OF SACRAMENTO (hereinafter referred to as "City") to \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Concessionaire")  
the contract to operate a food concession at Renfree Field in Del Paso Park in the facilities provided by the City. A description of said facilities and their location are set forth in Exhibit A attached hereto. Concessionaire will install all equipment and improvements necessary to provide acceptable food service to Renfree Field patrons. This contract shall be subject to all the terms, conditions, and limitations specified hereinafter.

Section 2. Use of City Property.

For the purpose of the operation of the above described concession, City hereby leases to Concessionaire the premises as shown on Exhibit A attached hereto and made a part hereof.

Section 3. Term.

This contract shall be for a term commencing on January 1, 1983, and terminating on December 31, 1983, subject to prior termination by the City in the event of breach of any of the terms or conditions of the contract, or if the Concessionaire shall for any reason hold over beyond such term with the consent, express or implied, of City, such holding over shall be from month-to-month only subject to the terms and conditions of this contract,

but shall not be a renewal hereof, and the consideration to be paid shall be at the rates prevailing under the terms of this contract.

Section 4. Payment of Concession Fees.

Concessionaire shall pay to the City's Revenue Division, Room 104, City Hall, 915 I Street, Sacramento, CA 95814, as a contract fee \_\_\_\_\_ percent of the gross receipts from any activities under the contract. Concessionaire shall make payment thereof to the City's Revenue Division on or before the tenth (10th) day of each month on the receipts received the preceding month.

Section 5. Gross Receipts.

The term "gross receipts" shall mean the entire price charged for all merchandise sold, and services provided, whether or not payment is made at the time of sale, and excluding and deducting therefrom only (a) sums required by law to be paid out for any sales tax on sales to customers and (b) sums refunded on a sale previously included in gross receipts.

Section 6. Maintenance and Inspection of Records.

(a) Concessionaire shall at all times during the term of this contract, and for a period of six (6) months thereafter, keep true, accurate and complete records, and such other financial or business records as may be required by the Director or authorized City representatives. The Director or authorized City representatives shall have the right at all times to examine and audit said records and accounts.

(b) Concession further agrees to furnish to the City's Revenue Division, within ten (10) days of the end of each monthly payment period, a report showing all gross receipts derived from the concession operation for that period.

(c) Concessionaire shall also furnish the City's Revenue Division with an annual statement of the gross receipts of the total Food concession operations. The annual statement of gross receipts shall be submitted within thirty (30) days of the end of each one year term of this contract. If the City deems it necessary it may require that the statement be certified to by a Certified Public Accountant or Public Accountant of the State of California.

(d) Concessionaire further agrees to furnish to the City's Revenue Division, within thirty (30) days of the end of each annual period, an annual financial statement which includes only financial data for the Food concession operation. This statement should consist of a balance sheet and income statement covering the calendar year of the concession. If the City deems it necessary it may require that the statement be prepared by a Certified Public Accountant or Public Accountant of the State of California.

(e) Concessionaire shall install and operate cash register equipment with recording tapes and shall cause all receipts from the operation of the concession (and no others) to be recorded therein as each sale is made, and shall make such cash register tapes available to the City. In addition, Concessionaire shall provide the City, upon request, with any other records bearing in any way upon the operation of the concession to assist it in determining the amount of gross receipts, including but not limited to, copies of Concessionaire's state sales tax reports.



Section 7. Waiver.

The acceptance of fees by City after they fall due or after knowledge of any breach by Concessionaire, or the giving or making of any notice or demand, whether according to any notice or demand, whether according to any statutory provision or not, or any act or series of acts (except an express waiver in writing) shall not be construed as a waiver of City's right to act or of any other right given City or as an election not to proceed under the provisions of this contract.

Section 8. Taxes and Assessments.

Concessionaire shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State of California, County of Sacramento, City or any tax or assessment-levying body upon any interest in this contract or any possessory right which Concessionaire may have in or to premises covered hereby or improvements thereon by reason of his use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, licenses and charges on goods, merchandise, fixtures, appliances, equipment owned or used by him in or about said premises.

Section 9. Obligations of the Concessionaire.

(a) Concessionaire shall maintain the concessioned premises open for business to the general public in accordance with a schedule provided by the Director of Community Services.

(b) Concessionaire shall supply and have ready for sale each and every article authorized for sale by the Director in

sufficient quantities to meet the customers' demands therefore. The concession menu and prices (exclusive of sales tax) shall be those set forth in Exhibit B until and unless changed pursuant to written authorization of the Director of Community Services.

(c) Concessionaire shall, at his expense, assure that the demised premises used for the operation of the concession and the areas immediately adjacent thereto, including an area at least fifteen (15) feet from the building, be kept in a safe, clean, wholesome and sanitary condition, and shall conduct the contract in such a way as to prevent the escape of debris from these activities. (See Exhibit A).

(d) Concessionaire shall assume full responsibility and expense for all gas service, electrical service, telephone services and disposal of garbage, refuse and rubbish in connection with the activities incident to the concession's operation and deposited on the demised premises. City will furnish water and sewer service.

(e) Concessionaire shall furnish at his own expense all supplies, equipment and fixtures necessary for the operation of the concession.

(f) Concessionaire shall promptly comply with written reasonable orders that may be issued from time to time by the City's Director of Community Services as to matters concerning the operation of the concession as it may affect the best interests of the public using Renfree Field, including, but not limited to, the merchandise which may be sold, the sale price, the manner and hours of sale and the cleanliness of the area.

(g) Concessionaire shall have the responsibility for maintenance of the facilities used in connection with the concession

except as otherwise expressly provided herein. Upon Concessionaire's failure to so properly maintain the facilities, Concessionaire shall allow City to perform such maintenance work at Concessionaire's own expense, but such right shall not be construed as constituting a duty upon City to perform such duties.

(h) Concessionaire will not, in the operation of said concession, interfere in any way with the general or specific use or enjoyment of the said facility by the public.

(i) Concessionaire or his designated representative(s) shall, to the extent of his authority, maintain law and order around the demised premises at all times.

(j) Concessionaire shall not engage in any other business or activity at the said premises not authorized under this contract or in the rules and regulations.

(k) In the event Concessionaire fails, refuses or neglects to perform any of the duties required to be performed by him by virtue of the provisions of the preceding sections, City may enter upon the demised premises and perform such services, but this right shall not be construed to be a duty on the part of City to provide said services. Concessionaire shall reimburse City for costs of such services on the first day of the month next succeeding the month in which the service was performed.

#### Section 10. Alterations and Repairs.

(a) Concessionaire acknowledges that he has fully inspected the premises and accepts the same and the improvements thereon in their existing or planned condition and agrees that no demands for any alterations or additions are to be made upon City.

(b) Concessionaire shall not make, nor suffer to be made, any alterations of the facilities, or any part thereof, except movable furniture and trade fixtures, without the written consent of the City first had and obtained, and any additions to, or alterations of, the said facilities, shall be at Concessionaire's expense and shall become at once a part of the realty and belong to the City. Concessionaire shall keep the facilities and the property in which they are situated free from any liens arising out of any work performed, material furnished, or obligations incurred.

(c) Concessionaire shall cause to be repaired at his own expense any and all damage and injury to the property of City caused by him, his agents, or employees, or others who may be on the premises described herein at his invitation or the invitation of any one of them.

#### Section 11. Security Devices.

Concessionaire may provide at his own expense any legal devices, installations, or equipment designed for the purpose of protecting the demised premises from theft, burglary, or vandalism, provided, however, that written approval for any such installation be first obtained from the Director.

#### Section 12. Compliance with Rules and Regulations.

(a) Concessionaire and his agents or employees shall at all times comply with and abide by all pertinent or applicable rules and regulations heretofore adopted or that may hereafter be adopted by the City or the Director. Any violation of the rules,

regulations, or instructions of the Director of his authorized representative which has not been corrected by Concessionaire within thirty (30) days or such lesser time as may be reasonable after the mailing by Director of a written notice of such violation shall be sufficient cause for the cancellation of this contract and termination thereof, without compensation or the payment of damages to Concessionaire.

(b) Concessionaire and his agents or employees shall at all times comply with and abide by all pertinent or applicable regulations and ordinances of the City and County of Sacramento and the laws of the State of California and the United States insofar as the same or any of them are applicable, and to obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.

Section 13. (A). Non Discrimination.

The Concessionaire shall not discriminate in the employment of persons because of race, color, national origin or ancestry, or religion, sex, or age of such persons..

(B). Affirmative Action.

Concessionaire shall make a concerted effort to employ a work force at the food concession stand at Renfree Field which is representative of the minority population of the City of Sacramento.

Concessionaire shall meet with the Director of Community Services, or his designated representatives, within fifteen (15) days after the award of the contract and shall, within ninety (90) days after the said award, complete preparation of an

affirmative action plan to achieve a fully integrated work force, said plan to be acceptable to the Director of Community Services. City hereby furnishes Concessionaire with data from the 1980 Census relating to percentages of minority population within the City of Sacramento. (Exhibit D). The goals established in the affirmative action plan of Concessionaire shall not be construed as "quotas", but are goals which Concessionaire will make a good faith effort to achieve. In the development of said plan, the Concessionaire and Director of Community Services shall be guided by the U.S. Government standards and policies referred to in Presidential Executive Order No. 11246, adopted by the Office of Federal Contract compliance and set forth in the Federal Register, Volume 35, page 2586, February 5, 1970.

City may terminate the contract for failure by the Concessionaire to demonstrate, without good cause as determined by the City Council, compliance with or substantial progress toward the goals set forth in Concessionaire's approved affirmative action plan. Prior to any such termination City shall give Concessionaire a notice of non-compliance and a sixty (60) day period thereafter within which to make progress, satisfactory to the City Council, toward compliance with the approved affirmative action plan.

#### Section 14. City's Right of Entry.

Concessionaire's demised premises shall at all times be open for inspection by authorized City representatives and other proper governmental authorities.

#### Section 15. Assignment and Sub-leasing.

Concessionaire shall not, without the written consent of

City, assign, hypothecate, mortgage, or grant control of this contract or of the business conducted pursuant thereto or sublease any portion of the demised premises. Any such attempted assignment, hypothecation, mortgaging, or granting of control without the written consent of City shall, at the election of City and without notice, render this contract null and void and of no further force and effect.

Section 16. Surrender.

Upon the expiration of the term hereof, or sooner termination of the contract as provided for, Concessionaire shall peaceably vacate the demised premises and any and all improvements located thereon and deliver up the same to City in a reasonably good condition, ordinary wear and tear excepted.

Section 17. City's Remedies on Default.

It is agreed that if Concessionaire shall refuse to surrender or deliver up possession of the Concessionaire's demised premises after City shall have become entitled to the possession thereof, then in that event, City, in the exercise of its police power or any other power contractual or otherwise that it may possess, may repossess said premises as its former estate and expel, remove, and put out of possession Concessionaire, using such force in so doing as may be needful or proper without being liable for prosecution for damages therefor, and without prejudice to any other remedy allowed by law available in such cases. In addition, City shall have any and all rights and remedies provided by law.

Section 18. Damage and Destruction of Premises.

In the event of the total destruction or damage of the demised premises by fire, earthquake, storm or other casualty beyond the control of Concessionaire, this contract and any and all rights of the parties thereunder shall terminate in the event City so elects. If City elects to rebuild the structures on the premises, this contract shall continue in full force and effect; provided, however, that the contract fee to be paid by Concessionaire herein shall be abated during the time of reconstruction and shall be reinstated commencing upon the date the premises again becomes tenantable.

Section 19. Cancellation.

(a) The following events are hereinafter called "Events of Default."

(1) The failure of Concessionaire to punctually pay the contract fee or make any other payments required hereunder when due within fifteen (15) days after written notice from City.

(2) The failure of Concessionaire to maintain the quality and number of services as required in this contract where such failure continues for more than ten (10) days after written notice from Director to correct the condition therein specified.

(3) The failure of Concessionaire to keep, perform and observe any and all promises, covenants, conditions, and agreements set forth in this contract on its part to be so kept, performed or observed within thirty (30) days after written notice of default thereunder from the Director; provided, however, that



where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Director.

(4) The filing of a voluntary petition in bankruptcy by Concessionaire, the adjudication of Concessionaire as a bankrupt, the appointment of any receiver of Concessionaire's assets, the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under the Federal Reorganization Act, the occurrence of any act which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the concession granted herein, the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this contract and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

(5) The abandonment, vacation, or discontinuance of Concessionaire's operations on the demised premises without the written consent of the Director of Community Services.

(6) The death of Concessionaire.

(b) Upon the occurrence of any one or more of the "Events of Default", City shall have the right to terminate this contract. Upon such termination, Concessionaire's right to possession of the Concessionaire's demised premises shall terminate and Concessionaire shall surrender possession thereof immediately. In

such event, Concessionaire hereby authorizes City to enter upon the demised premises, or any part thereof, and take possession of said premises and all improvements, equipment and inventory.

Election by City to cancel this contract shall not prejudice any rights or claims City may have for sums remaining due it, or for damages, or pursuing such other remedies as may be available to City by law or equity. All remedies of the City to be cumulative and not alternative.

Concessionaire shall have the option of terminating this contract on sixty (60) days written notice.

Section 20. Disposition of Furniture, Furnishings, Equipment, and Trade Fixtures.

Within thirty (30) days of any cancellation or other termination, Concessionaire shall remove at his own expense his own furniture, furnishings, equipment, inventory, and trade fixtures. Said removal shall be conducted in an expeditious and orderly manner and shall be accomplished in such a way as to minimize the nature and the extent of any disruption of service to the public contracted for herein and the premises shall be restored to their original condition, ordinary wear and tear excepted. Should Concessionaire fail to remove said items within said thirty (30) day period, he shall lose all right, title, and interest in and to said items, and the City may elect to keep same upon the Concessionaire's demised premises or to sell, remove, or demolish them. In the event of such sale, removal, or demolition, Concessionaire shall reimburse the City for any cost in excess of any consideration received by the City as a result of said sale, removal, or demolition.

Section 21. Equal Rights.

(a) Concessionaire agrees that he shall not make any discrimination, distinction, or restriction on account of sex, color, race, religion, ancestry, or national origin contrary to the provisions of Section 51 of the Civil Code of the State of California which is incorporated herein by reference as if set forth hereat in full. Upon a final determination by a court of competent jurisdiction that the Concessionaire has violated said section, this contract may, at City's option, be deemed forfeited.

(b) All provisions of Part 2.8 of Division 3 of Title 2 (Section 12900 through 12996) of the California Government Code (California Fair Employment and Housing Act) are hereby incorporated herein by reference as if set forth hereat in full. Upon any final determination by a commission or court of competent jurisdiction that the Concessionaire has violated any of said statutory provisions in the performance of this contract, this contract may, at the City's option, be deemed forfeited.

Section 22. Indemnity and Hold Harmless.

Concessionaire shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by concessionaire whether within or without of the scope of this contract, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

Section 23. Insurance.

During the term of this contract, Concessionaire shall maintain in full force and effect at his own cost and expense the following insurance coverage:

(a) Workers' Compensation.

Full Workers' Compensation Insurance and Employer's Liability policy, or provide evidence of ability to undertake self-insurance. Workers' Compensation in compliance with California statutes and Employer's Liability coverage of at least \$300,000 for any one person. In the event the concessionaire is self-insured, he shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, and evidence of at least \$300,000 per occurrence excess Workers' Compensation limit combined with the Self-Insurance Retention.

(b) General Liability Insurance.

The Concessionaire must provide sufficient broad coverage to include:

General Liability Insurance  
Broad Form Property Damage Liability  
Personal Injury Liability  
Products Liability  
Contractual Liability  
Liquor Liability

The amount of the policy shall not be less than Five Hundred Thousand Dollars (\$500,000.00), Single Limit Per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees, and agents are to be named as "Additional Insureds" under the policy, and the policy shall stipulate that this insurance will

operate as Primary Insurance and that no other insurance effected by the City or other Named Insured will be called on to contribute to a loss covered thereunder.

(c) Certificate of Insurance.

The Concessionaire will have the City's standard Certificate of Insurance completed and filed with the City's Risk Management and Insurance Division, Suite 4, 800 10th Street, Sacramento, CA 95814, within fifteen days of the execution of this Contract and prior to engaging in any operation or activity set forth in this Contract. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this Contract without 30 day's written notice to the City prior to the effective date of such cancellation or change in coverage.

Section 24. Performance Bonds.

Concessionaire shall obtain upon the effective date of this Contract and continue in full force and effect during the term thereof a bond or bonds issued by a corporation or corporations, in form satisfactory to the City, in an aggregate amount of not less than \$1,000.00, which bond or bonds shall guarantee and be conditioned upon the faithful performance of the contract by Concessionaire and his agents, contractors, and employees, and shall guarantee full and complete reimbursement to the City in the event of criminal or tortious appropriation by Concessionaire, or any of his agents, contractors, or employees, of monies or property belonging to the City and collected by, or under the control of, Concessionaire, or monies or property for which Concessionaire is accountable to City. The Concessionaire shall provide the City's

Risk Management and Insurance Division with a copy of said bond or bonds within fifteen (15) days of the execution of this contract and prior to engaging in any concession set forth in this contract.

Section 25. Notices.

All notices and orders that may be given under this contract may be served by mail or in person to Concessionaire's residence at \_\_\_\_\_, or to his last known place of residence or business outside of the Del Paso Park facility.

DATED:

CITY OF SACRAMENTO, a  
municipal corporation

APPROVED AS TO FORM:

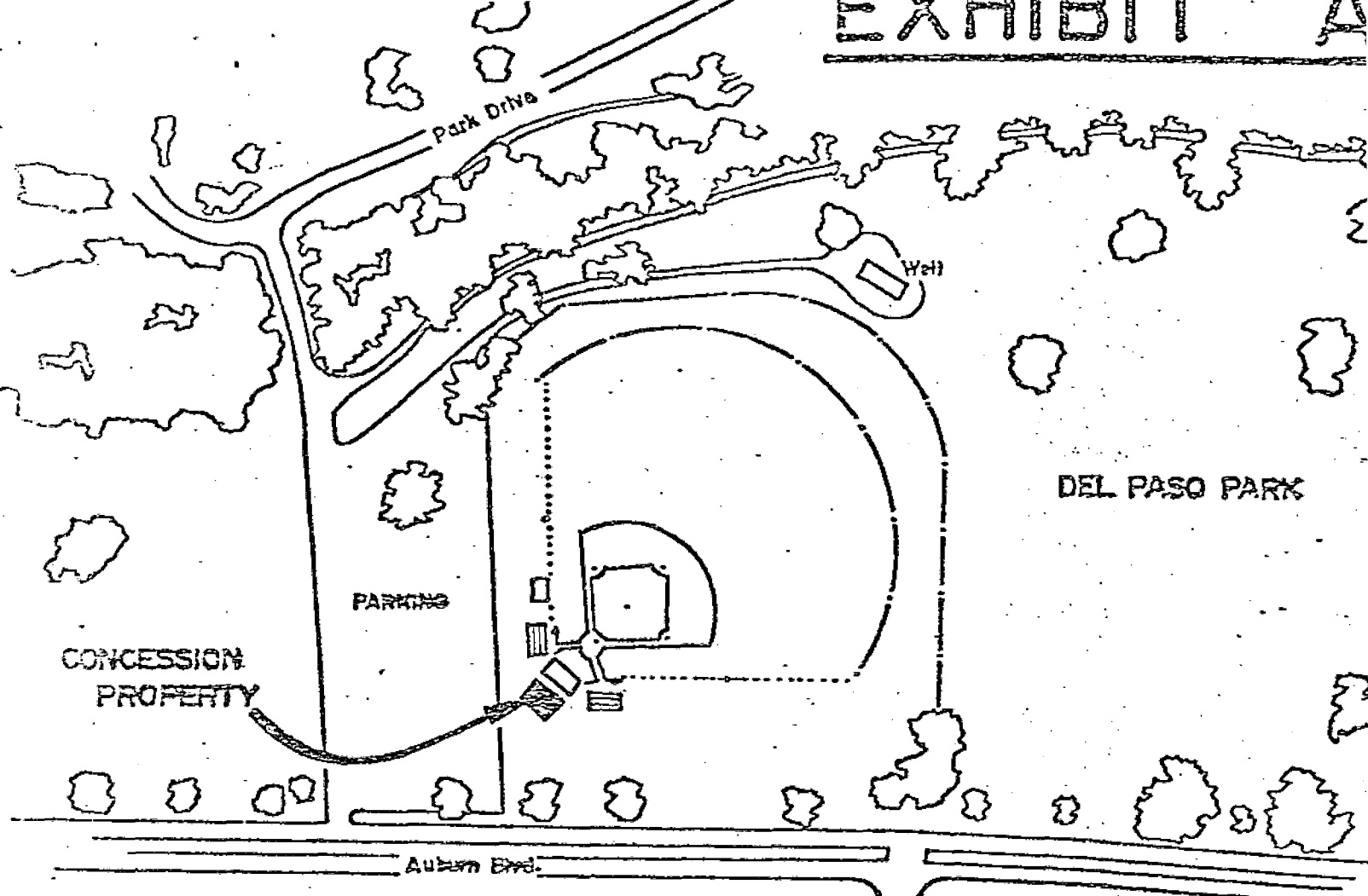
\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

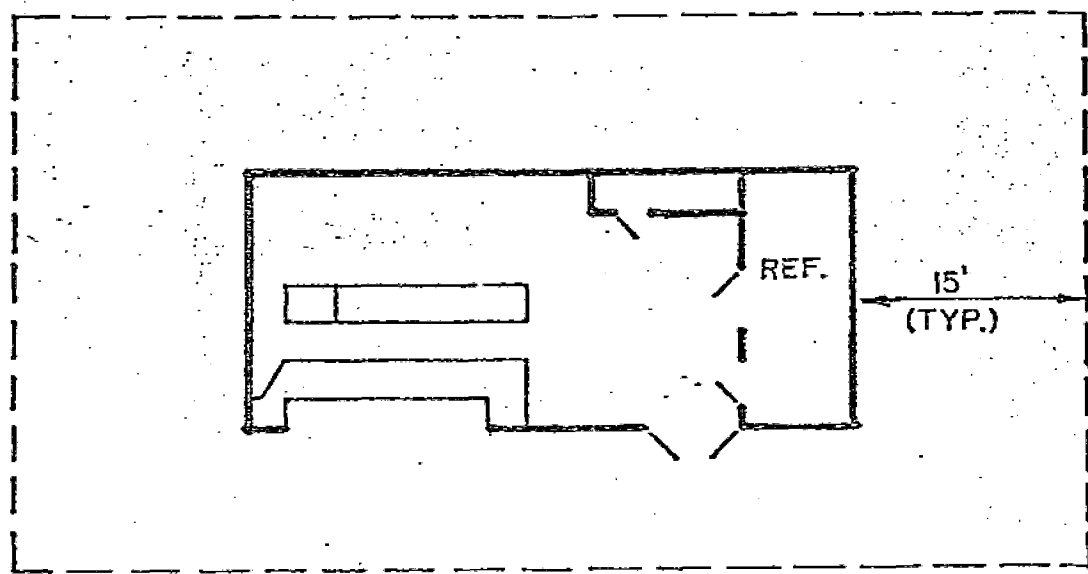
ATTEST:

\_\_\_\_\_  
CITY CLERK

CONCESSIONAIRE:  
  
\_\_\_\_\_



LOCATION MAP



RENFREE FIELD FOOD CONCESSION

DRAWN BY: _____ DESIGNED BY: _____ CHECKED BY: _____ DATE: _____	FILE NO. _____ SCALE _____ NO. _____	<b>CITY OF SACRAMENTO</b> <b>DEPARTMENT OF COMMUNITY SERVICES</b> APPROVED BY: _____ DATE: _____
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HARRY RENFREE FIELD CONCESSION PRICES

Item	Size	Price (Exclusive of Tax)
Canned Beer	12 ozs.	\$ .75
Soft Drinks	9 ozs.	.38
	16 ozs.	.57
Coffee	6 ozs.	.38
	12 ozs.	.57
Hot Dogs	Each	.75
(Western Treat Skinless Franks. Ingredients: beef, water, pork, turkey, stone-ground corn, salt, corn syrup, dextrose, flavorings, sodium ascorbate, sodium acid pyrophosphate, sodium nitrate, sodium nitrite, smoke flavoring; 10 to the pound; 78% meat, 22% additives and preservatives; standard hot dog bun.)		
Snow Cones	5 ozs. (minimum 1 oz. syrup)	.38
Peanuts	3 ozs.	.47
Popcorn	#24	.52
	#85	.80
Cracker Jacks	1-3/8 ozs.	.33
Candy Bars--variety of items--variety of sizes	Each	.33 to .61
Cigarettes	Pack	.85
Hot Chocolate	6 ozs.	.42
Iced Tea	9 ozs.	.38
	16 ozs.	.57
Pink Popcorn	1-1/2 ozs.	.33
Chewing Gum	Pack	.47
Chocolate Coverd Bananas	Each	.57



EXHIBIT C

RENFREE FIELD FOOD CONCESSION BUILDING

Fixtures belong to City:

Cold Box with Refrigeration Equipment

Air Conditioning Unit

Toilet and Wash Basin

Counter and Pass-Thru Windows

Roll-up Door

Grease Trap

Floor Sinks

Lighting Service, Inside and Outside

Electrical Service to and including Breaker Box

## EXHIBIT "D"

CITY OF SACRAMENTO--RACIAL COMPOSITION1980 CENSUS

White	186,477	67.63%
Black	55,866	13.37
Spanish Origin*	59,160*	14.20*
Asian American	24,017	8.71
Native American	3,322	1.20
Others	<u>25,059</u>	<u>9.09</u>
	514,931	114.20%

\*Persons of Spanish Origin are also counted in the five racial categories.

INFORMATION TO BIDDERS

## RENFREE FIELD FOOD CONCESSION

A. FINANCIAL EXPERIENCE

<u>Year</u>	<u>Month</u>	<u>Gross Sales</u>	<u>Sales Tax</u>	<u>Net Sales</u>	<u>Contract Fee</u>
1980	January	\$ -0-	\$-0-	\$ -0-	\$-0-
	February	-0-	-0-	-0-	-0-
	March	-0-	-0-	-0-	-0-
	April	278	16	262	19
	May	5,728	324	5,404	378
	June	3,080	174	2,906	203
	July	3,911	221	3,690	258
	August	1,901	107	1,794	126
	September	178	10	168	12
	October	-0-	-0-	-0-	-0-
	November	-0-	-0-	-0-	-0-
	December	-0-	-0-	-0-	-0-
	TOTAL	\$15,076	\$852	\$14,224	\$996
1981	January	-0-	-0-	-0-	-0-
	February	-0-	-0-	-0-	-0-
	March	-0-	-0-	-0-	-0-
	April	-0-	-0-	-0-	-0-
	May	5,270	298	4,972	348
	June	4,385	248	4,137	290
	July	4,144	234	3,910	274
	August	2,659	151	2,508	176
	September	-0-	-0-	-0-	-0-
	October	-0-	-0-	-0-	-0-
	November	-0-	-0-	-0-	-0-
	December	-0-	-0-	-0-	-0-
	TOTAL	\$16,458	\$931	\$15,527	\$1,088
1982	January	\$ -0-	\$ -0-	\$ -0-	\$ -0-
	February	-0-	-0-	-0-	-0-
	March	-0-	-0-	-0-	-0-
	April	-0-	-0-	-0-	-0-
	May	7,123	403	6,720	470
	June	3,708	210	3,498	245
	July	5,321	301	5,020	352
	August	1,656	94	1,562	109
	September	165	9	156	11
	October	-0-	-0-	-0-	-0-
	November	-0-	-0-	-0-	-0-
	December	-0-	-0-	-0-	-0-
	TOTAL	\$17,973	\$1,017	\$16,956	\$1,187

B. EXISTING CONCESSION CONTRACT FEE

- (1.) 7% of the gross sales, less sales tax, monthly.
- (2.) Under Section 9(d) obligations of Concessionaire under the new contract will include the expense for gas service and electrical service. This service was paid for by the City under the existing contract. The approximate one year cost has been \$196 for gas and \$1,472 for electricity.

C. ESTIMATED POSSESSORY INTEREST TAX EXPENSE TO CONCESSIONAIRE

The County of Sacramento Assessor's Office has prepared this preliminary evaluation of the possessory interest value on Renfree Field Food Concession Property, No. APN 240-342-09.

Assumptions made in this evaluation are as follows:

1. Term of possession - 2 years
2. Contract rent - \$1,200 per year
3. Contract rent is economic and exclusive of taxes
4. Constant income premise

The possessory interest value derived by capitalizing the income stream on the above basis is approximately \$2,000. The taxes on this value at a prevailing rate would be approximately \$35.00 per year.

A thorough appraisal of the property rights will be made by the Assessor's office after the contract has been awarded and the final terms are available. The value may be lower or higher depending on the level of economic rent and term of possession.

D. ADDITIONAL INFORMATION CONCERNING ITEM 7 OF THE INVITATION TO BID WHICH STATES "A MINIMUM OF FIVE (5) YEARS PROVEN EXPERIENCE IS REQUIRED".

In addition to being able to satisfy those various terms specified throughout the contract, an evaluation of experience would consider the following:

A minimum of five years of experience in maintaining and operating similar or related concessions or business activities in a satisfactory manner.

Ability to operate a business on City property for the safety and convenience of the general public in the use and enjoyment of the general property and operated in the best interest of the City and the public.

Ability to maintain compatible relations with City personnel and the public.

Ability to make an effort to constantly improve services to the public and to identify and recommend new and compatible services.

Ability to maintain necessary records for the operation of the concession and to provide timely justifications of changes.

Ability to operate a concession in a manner to insure a fair return to the concessionaire and the City and at a price the public can afford.