VENDORS IN CITY PARKS

The following rules and regulations are issued in accordance with Ordinance No. 1298, which was enacted on February 28, 2009, and which states that the City Manager, or his designee(s), shall have the authority to promulgate rules and regulations regarding the operation and implementation of the vendor article of the Code of Ordinances of the City of Port Huron.

A vendor is an individual or business authorized to sell food, beverages, merchandise or services from a designated location on property owned by the City of Port Huron and who must hold a vendor's license and have a Specific Park License Agreement (hereinafter referred to as "license agreements").

Failure to adhere to these rules and regulations, or any revisions made to the rules and regulations, may result in revocation of a vendor's license and license agreement. All matters not covered by these rules and regulations, or in conflict with license agreements, are subject to review and final decision of the Special Events Committee.

1. **Vendor Operations**

   Vendor operations are meant to be performed at a specifically designated location within certain City-owned parks using a concession wagon or trailer or other booth-like structure which may be of a semi-permanent nature. Vending operations performed out of the trunk or tailgate of a vehicle shall not be permitted.

2. **Vendors**

   a. Vendor Types:

      Food Vendor: May sell such items often sold as lunch and dinner items such as hot dogs, hamburgers, kielbasa, fries, soups, sandwiches, salad, pizza, tacos, etc. Non-alcoholic beverages of any kind may also be sold along with food items.

      Dessert Vendor: May sell such items often known as pastries or dessert which are typically considered items that are served after the last course of a meal and are often referred to as sweet in nature, such as ice cream, snow cones, elephant ears, cotton candy, cakes, etc. Non-alcoholic beverages of any kind may also be sold along with dessert items.

      Merchandise Vendors: May sell items such as novelty, crafts and art-related merchandise.

      Rental Vendors: May include rentals such as bikes, roller blades or guided tour booths.

   b. No more than one (1) vendor of each type shall be allowed per park.
   c. A temporary exception to the provisions of subparagraph (b) may be allowed for an approved special event in a specific park if in the judgment of the Special Events Committee the

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special event will create a demand justifying an additional vendor or vendors of a particular type.

3. **Food/Products/Rental**

The Special Events Committee reserves the right to refuse to issue a license for a vending site and/or sale of certain products or rental equipment deemed objectionable or not suitable for a park environment. Objectionable items may include, but are not limited to, pornography, drug paraphernalia, weapons, fireworks, dangerous products, etc.

4. **Vendor Selection**

Interested vendors can submit written proposals to the City Clerk's Office for consideration by the Special Events Committee. The committee will determine if a license will be issued. The decision will be based on the following criteria:

Criteria:

- Product to be vended
- Viability of vendor's written business plan
- Aesthetics of vending operation and how it will complement the selected park
- The past experience with the vendor
- Commitment of days and hours at the location
- References
- Vending operations by nonprofit organizations will be given higher preference vs. for profit operations
- The Special Events Committee shall additionally consider the following matters:
    - Will the proposed vending operation enhance the image and view of the City and its parks
    - Will the proposed vending operation help promote tourism in our community
    - Will the proposed vending operation be in the best interest of the City

5. **Available Parks**

The general outlying borders of City-owned parks available for issuance of vendor licenses are: (these are not exact property descriptions)

a. *Thomas Edison Park*: The area generally bound by the scenic turnout property north of the International Flag Plaza to the north, Prospect Place if extended to the river to the south, the Thomas Edison Parkway on the west and the St. Clair River on the east excluding the paper company's pump station.

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b. *Pine Grove Park*: The area generally bound by Prospect Place to the north, Lincoln Avenue to the South, Pine Grove Avenue to the west and the St. Clair River to the east excluding the property leased to the U. S. Coast Guard.

c. *Lakeside Park*: The area generally bound by 3782 Gratiot Avenue to the north, Holland Avenue to the south, Gratiot Avenue to the west and Lake Huron to the east, excluding the private properties within.

d. *Lighthouse Park*: The area generally bound by Lakeview Avenue to the north, Garfield Street to the south, Omar Street to the west and Lake Huron to the east, excluding the private properties and the Coast Guard Station within.

e. *16th Street Park*: The area generally bound by the private street of Catherine McAuley Drive to the north, Reid Avenue to the south, 16th Street to the west and Susan Court to the east, excluding the private properties within.

f. *Sanborn Park*: The area generally bound by Pine Grove Shopping Plaza, Crimson Court Condominiums, & Hazelwood Lane on the north, Appomattox Avenue on the east, Sanborn Street to the south and Pine Grove Avenue to the west excluding the Sanborn Nature Area.

This list is subject to change.

6. License and License Agreement

Upon approval of a vending operation by the Special Events committee, both a vendor's license and a license agreement must be obtained prior to the commencement of business.

The vendor's license shall cover a period of up to one calendar year from January 1 through December 31 and must be renewed annually during the term provided in the license agreement. The license must be renewed prior to January 1 of each year during which a license agreement is in effect. **Failure to renew a vendor license prior to January 1 shall be an assumption that continuation of said license and license agreement is to be terminated.**

License agreements may provide for further conditions, obligations and commitments applicable to the vendor during the term of the agreement (e.g. fees, specific requirements relating to the vending operations, etc.).

7. Minimum Vending Days and Hours

A set number of days and hours of operation shall be required in each license agreement and shall be based upon the desired vending operations, park activity, the park hours and hours agreed to in other licensing agreements.

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8. **Vendor Location and Other Specifics**

   a. Designated locations within a park: Shall be determined by the Special Events Committee.

   b. Conduct and responsibility: All vendors and his or her employees shall conduct themselves in a personable and professional manner and are expected to treat the parks in which they are located in such a manner as to protect them from being damaged or defaced.

   c. Surrounding area: Vendors shall maintain the area around the vending operation in a clean and tidy manner and shall be responsible for daily clean up and removal of rubbish, debris and other waste that is reasonably attributable to vendor's business. Vendors shall not use public waste receptacles for this purpose.

   d. Containers: Vendors shall not serve any food or beverage items in glass containers.

   e. Water and electricity: If water and electrical services are used, all costs associated with any necessary installation of lines, meters, etc., will be the responsibility of the vendor. A deposit for the estimated cost for installation shall be made prior to the start of the proposed work. Upon termination of a license and/or license agreement, all installations and improvements shall remain the property of the City of Port Huron. All usage charges shall be the responsibility of the vendor and must be paid within 10 days of receipt of a statement.

   f. Parking of vendor and/or employee vehicles: Vendors and their employees should park their personal vehicles at a location remote from the vending site. This provision is for the convenience of customers and to promote good will for the customers and/or visitors to our parks.

9. **Security**

   The City of Port Huron, its employees, agents and representatives, shall not be responsible for loss or damage to any property of the vendor.

10. **Other Licenses and Permits**

   Vendors shall keep on file in the Port Huron City Clerk's office copies of all applicable licenses and permits required by federal, state, county or local governments, including, but not limited to, sales tax license, health department permits and fire department inspection reports. Failure to keep current copies of said required licenses and permits on file may result in revocation of the vendor's license.

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11. **Periodic Inspections**

Periodic inspection of the vendor operations shall be allowed throughout the term of the license agreement.

12. **Insurance**

Vendors shall keep current and on file in the Port Huron City Clerk's office copies of all required insurance coverage policies. All insurance coverage shall be with a carrier licensed in the State of Michigan.

13. **Performance Security**

Vendors shall deposit monies with the City's Finance Director as security for the full and faithful performance of license agreements and which may be used by the City for the purpose of remedying any default in the performance of any of the terms of the rules and regulations and/or license agreements. The deposit amount shall be determined by the Special Events Committee based on the vending operations to be performed and included as part of the written Specific Park License Agreement.

14. **Complaints Regarding Vendor's Operations**

Complaints regarding the vending operation shall be resolved informally via discussions between the vendor, the City Clerk, the Fire Chief and/or the City Attorney. If any complaint or violation of the licensing agreement cannot be informally resolved and could result in revocation of vendor's license and agreement, the matter shall be heard by the Special Events Committee at which the vendor shall have a right to be heard. The decision of the Special Events Committee shall be final, provided however, if the decision of the Special Events Committee is to revoke the vendor's license, the vendor shall have a right to appeal to decision to revoke the license to the City Council.

15. **Written notice**

Any written notices sent by the City shall be sent by first class mail to the address listed on the vendor's current license application. Any notices by vendor to the City shall be delivered to the Port Huron City Clerk's office, 100 McMorran Boulevard, Port Huron, Michigan 48060.

Vendor acknowledges receipt of these Rules and Regulations

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Name Date

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