

A G R E E M E N T

This Agreement made this _____ day of _____, 1980, between the City of Portland, Oregon, hereinafter referred to as "City" and Gary Burton and Eric Lorentzen, dba Burton-Lorentzen, hereinafter referred to as "Concessionaire."

The City and Concessionaire agree as follows:

1. Concessionaire is hereby granted the concession privilege to operate a pedi-cab concession in the paved areas of Waterfront Park for a period of one year from the date of this Agreement on a trial basis. The Commissioner in charge of the Bureau of Parks may renew such concession privilege for two additional one-year terms on a year-to-year basis.

2. For the first year term of this concession privilege, Concessionaire shall pay to the City of Portland the sum of Three Hundred Fifty Dollars (\$350) in advance for the concession privilege.

3. The concession privilege herein granted shall be limited to use of the entire length of Waterfront Park currently under jurisdiction of the Bureau of Parks and shall be further limited to the paved areas along and leading to the seawall in such park.

4. The pedi-cabs used in the concession operation shall be limited to a maximum of two in the park at any one time and shall be non-motorized pedi-cabs which meet the attached specifications.

5. The concession operation shall be limited to daylight hours only.

6. Fees to be charged by the Concessionaire for use of the pedi-cabs shall be subject to prior written approval by the Commissioner in charge of the Bureau of Parks and may be modified with approval of the Commissioner from time to time. Reduced rates for senior citizens shall be offered. The maximum rate to be charged for a one-way tour of Waterfront Park shall be \$3.50 per person during the trial period. No advertising shall be permitted on the pedi-cab.

7. The pedi-cab concession may be barred from operation during certain authorized activities taking place in Waterfront Park if the operation would likely cause an unreasonable conflict among park users as determined by the Superintendent of Parks. The direction of the Superintendent of Parks to cease concession operations during any particular event or activity shall be final and Concessionaire shall have no claim for loss of revenue or profit because of such restriction by the Superintendent.

8. The City shall be under no obligation to furnish shelter, equipment, furniture or fixtures for the benefit of Concessionaire and the safekeeping of the property of the Concessionaire shall be at Concessionaire's sole risk.

9. Two temporary identification/direction signs shall be allowed to identify the pedi-cab concession. Such temporary signs shall be removed from the park daily at the termination of operations for the day. The design, wording, and location of such temporary

identification signs shall be subject to prior approval by the Superintendent of Parks.

10. Concessionaire shall obtain all necessary licenses required for the business to be operated and shall comply with all laws and ordinances pertaining to such operation.

11. Concessionaire shall keep a complete and accurate record of all business transactions relating to its operations under this contract and such record shall be available for inspection by the City at all reasonable times.

12. This Concession Agreement may not be assigned or transferred without the prior written consent of the Commissioner in charge of the Bureau of Parks.

13. Concessionaire shall maintain public liability and property damage insurance naming the City of Portland, its officers, agents, and employees as additional insureds in a minimum amount and in such form as required by the City Attorney.

14. Notwithstanding the one-year term of this Agreement and any subsequent renewals of this Agreement, the Commissioner in charge of the Bureau of Parks may terminate this Concession Agreement at any time should the service prove unsatisfactory in the opinion of the Commissioner in charge. Such termination by the Commissioner in charge shall be final and Concessionaire shall have no claim

or cause of action against the City for loss of revenue, profits, investments in equipment or for any other reason because of such termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the City actin by its Commissioner of Public Affairs pursuant to authority of Ordinance No. _____.

CITY OF PORTLAND

By Commissioner of Public Affairs

CONCESSIONAIRE

Gary Burton

Eric Lorentzen

Approved as to form:

City Attorney

PEDICAB SPECIFICATIONSMATERIALS

Each pedicab is made with the finest materials available. All steel tubing is heavy gauge and painted with DuPont Imron polyurethane enamel. Seats are high-grade naugahyde upholstery and the top is heavy-duty convertible material. The bodies are molded fiberglass.

BRAKES AND TIRES

The Pedicab has hydraulic disc brakes in the rear and caliper type brakes in front. The combination of front and rear braking power is sufficient to stop the Pedicab in all situations. Front and rear tires are 26 x 175.

DIMENSIONS AND WEIGHT

Length	96"
Width	48"
Height	
with top up	67"
with top down	51"
Weight	167 lbs.

COLORS

The five basic colors are Aztec yellow*, Marlin blue, Cardinal red, Oyster white and International orange. Other colors are available at a slightly higher cost.

*(If you are thinking about a franchise, use Aztec yellow.)

SPECIFICATIONS SUBJECT TO CHANGE.
WITHOUT NOTICE.

TRANSMISSION

The transmission is a wide-ratio five speed derailleur-type system which allows ease of pedaling under most situations and virtually maintenance-free operation.

OPTIONS

Most reasonable options are available at slightly higher rates as long as sufficient notice is given at the time of ordering.

ELECTRICAL SYSTEM

Standard parts of the electrical system are turn signals, headlight and brake lights, in addition to reflectors on all sides.

SAFETY EQUIPMENT

The Pedicab has seat belts as standard equipment. Each cab has a horn, turn signals and brake lights for warning to other vehicles. A serial number is permanently marked on every Pedicab.

GUARANTEE

All Pedicabs are warranted to be free from defects in material and workmanship for a period of ninety (90) days from the date of purchase. This guarantee covers parts only and is alternative to any rights in law and doesn't cover failure, loss or damage due to accident, misuses, neglect or normal wear.

150206

An Ordinance authorizing the Commissioner in charge of the Bureau of Parks to enter into a negotiated agreement for a pedi-cab concession along the paved portion of: Waterfront Park, waiving provisions of Section 5.32.070 of the Code of the City of Portland, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the Bureau of Parks has received inquiries from Gary Burton and Eric Lorentzen dba Burton-Lorentzen for a pedi-cab concession along the paved portions of Waterfront Park.
2. After review of the proposal, the Bureau of Parks and the Commissioner in charge have recommended that a concession for a pedi-cab operation would be beneficial to the public in Waterfront Park on a trial basis and recommends that such concession should be granted upon certain conditions.
3. That because the proposed concession is of a novel nature and there does not appear to be any other interested party for such concession at the present time and further because special equipment is necessary for operation of the concession and the principal operation of such concession would be within the present summer and early fall season, it appears that advertising for bids for such concession would result in loss of revenue to the City for the remainder of the current year and would be impractical under the circumstances and the provisions requiring competitive bidding in Section 5.32.070, Revenue and Finance, of the Code of the City of Portland should be waived.

NOW, THEREFORE, the Council directs:

- (a) The Commissioner of Public Affairs is hereby authorized to enter into a negotiated agreement with Gary Burton and Eric Lorentzen dba Burton-Lorentzen for a pedi-cab concession on the paved portions of Waterfront Park for a period of one year, with authority of the Commissioner to renew said agreement for two additional years on a yearly basis, said form of agreement to be substantially in accordance with the form of agreement attached to this ordinance.

Calendar No. 2915

ORDINANCE No. 150206

Title

An Ordinance authorizing the Commissioner in charge of the Bureau of Parks to enter into a negotiated agreement for a pedi-cab concession along the paved portion of Waterfront Park, waiving provisions of Section 5.32.070 of the Code of the City of Portland, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Commissioner Schwab

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau:	
Prepared By: Robert L. Hurtig	Date: 8/7/80
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head:	

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer

Filed AUG 8 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon C. ...*
Deputy