



# Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: April 8, 2026

**Agenda Item:** Approval of the 2026 Richie's Dawg House Park Concessions Permit Application and Agreement

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## **Agenda Item Location**

Consent Calendar

## **Recommended Action or Motion**

Staff recommends council approves the Parks Concessions Agreement & permit application with Richie's Dawg House.

## **Functional Impact of Authorizing**

Approval the attached permit application and concessions agreement will allow concessions of hot dogs, ice cream, drinks, etc. to be sold during the Summer Concert Series and Hayden Movie Night on the dates listed in the attached Park Concessions Permit Application. The City has worked with Richie's Dawg House for three years. It was formerly known as Eric's Dawg House (Richie's grandfather) who worked with the City since at least 2010. No matter who has owned it, it has been a great concessionaire.

## **Functional Impact of Not Authorizing**

Not approving means concessions would not be available to those attending concerts or movie night. Patrons enjoy being able to purchase concessions at the concerts and movie night – it's a great benefit to these events.

## **Fiscal Impact**

There are no expenses expected with this contract, only revenue. The applicant pays \$30/day to sell concessions in the park.

## **Budget Funding Source/Transfer Request**

Concessions Revenue GL# 110-740-44721

## **Attachments**

Park Concessions Permit Application

Park Concessions Agreement with Richie's Dawg House

Richie's Dawg House Menu

## **PARKS CONCESSIONS AGREEMENT**

AGREEMENT made between the City of Hayden, a political subdivision of the State of Idaho (hereinafter referred to as "CITY"), and **Richie's Dawg House, 3676 W Hwy 53, Rathdrum, ID 83858, richithomas204@gmail.com**, (hereinafter referred to as "CONCESSIONAIRE").

THE PARTIES AGREE AS FOLLOWS:

1. **CONCESSION LOT**: CITY allows CONCESSIONAIRE to set up a concession stand at a place designated at **McIntire Family Park** for the dates and times listed on the attached Park Concessionaire's Permit Application, inclusive, for the purpose of selling and dispensing food and other consumer products. CONCESSIONAIRE agrees to pay CITY the sum listed on the attached permit application. This right to set up a stand is not a lease and not subject to any landlord/tenant laws.
2. **SAFETY**: CONCESSIONAIRE agrees to provide appropriate chemical-type fire extinguisher(s), as required by the Northern Lakes Fire District Fire Marshall, and to comply with all reasonable orders of said Fire Marshall. CONCESSIONAIRE further agrees to sell only wholesome food and pure, honest goods at reasonable prices and that beverages will not be served in glass containers. CONCESSIONAIRE further agrees to comply with all state and local laws relating to activities in the park and the delivery of food.
3. **ALCOHOL PROHIBITED**: CONCESSIONAIRE agrees that no alcohol or alcoholic beverages will be sold by CONCESSIONAIRE or possessed or consumed within the Concession Stand at any time, or by CONCESSIONAIRE, its agents, employees and staff at any time while operating or manning the Concession Stand.
4. **PERMITS**: CONCESSIONAIRE agrees to obtain all necessary permits for a temporary restaurant pursuant to local laws, rules, and regulations and to submit to inspections by health officers and authorized representatives of Panhandle Health District, and to comply with all federal, State of Idaho, Health District, Idaho Department of Health and Welfare, City ordinances, rules, regulations, and policies. Any Health District permit must be conspicuously posted on the concession stand.
5. **MENU POSTING**: CONCESSIONAIRE shall post, in a conspicuous place, at the front entrance to said place of business, a sign showing the items available for sale and the price of each. This sign must be visible during all hours of operation.
6. **POWER AND WATER**: CONCESSIONAIRE shall be provided electrical power per the Park Concessions Permit Application. A request for power hook-up must be accompanied by a detailed listing of utility needs. The CITY reserves the right to limit power hook-ups based on the capacity of the existing facilities, the need for power elsewhere on the property, and access to electrical boxes. The CONCESSIONAIRE is granted access to the City's water source if necessary.
7. **PRODUCT LIST**: The CONCESSIONAIRE agrees to furnish a proposed list of products to be sold and the retail prices thereof with the signed copy of this Agreement, which list, upon approval of the City Administrator, shall be incorporated herein and become a part of this Agreement. The CITY reserves the right to approve/disapprove any or all items, and shall notify the CONCESSIONAIRE within 7 days of receipt of said list of said approval/disapproval. CONCESSIONAIRE agrees that any item not approved for sale in said product list shall not be offered for sale. Any subsequent addition to the approved product list must be approved in writing by the City Administrator.
8. **COMMUNITY RELATIONS**: CONCESSIONAIRE agrees that the CONCESSIONAIRE and CONCESSIONAIRE's agents and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.
9. **HOURS OF OPERATION**: CONCESSIONAIRE agrees that the concession stand will be manned at all times during the hours listed in the attached Park Concessions Permit Application.

10. FINANCIAL RECORDS: The CONCESSIONAIRE shall submit their financial records of the business to the City Clerk by no later than January 31 of each calendar year for the previous year's sales related to this agreement. At a minimum the records shall include:
  - a. Any and all information necessary to perform an audit, including payroll data; and,
  - b. Profit and loss information for Concessions operations.
11. ASSIGNMENT OF CONTRACT: This contract, or any part thereof, cannot be assigned or otherwise disposed of without the express written approval of the CITY. Allowing others to use any part of space herein granted is not permissible.
12. HOUSEKEEPING: CONCESSIONAIRE agrees to keep the Concessions area clean and attractive at all times. CONCESSIONAIRE agrees not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from the site and disposed of at CONCESSIONAIRE's expense.
13. NON-EXCLUSIVE: CONCESSIONAIRE understands and agrees that the CITY from time to time during the term of this agreement may allow other food and non-food concessions to operate in CITY parks as part of a special event sponsored or supported by the CITY. **During those special events, the CITY has the right to temporarily terminate the CONCESSIONAIRE'S right to operate concessions.**
14. WAIVER: CONCESSIONAIRE understands that during the term of this agreement, the CITY may be undertaking some modifications to the approach and entry of its parks which may interfere with CONCESSIONAIRE's operation or affect persons in the park. CONCESSIONAIRE specifically waives any claim as to lost profits or business while said repairs are undertaken.
15. INDEMNIFICATION: CONCESSIONAIRE agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONCESSIONAIRE, CONCESSIONAIRE's agents, employees, or representatives under this Agreement.
16. INSURANCE: CONCESSIONAIRE agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall include products liability coverage, in the minimum amount of \$1,000,000.00, which shall name and protect CONCESSIONAIRE, all CONCESSIONAIRE's employees, CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONCESSIONAIRE's acts. CONCESSIONAIRE shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided. Said certificate of insurance shall be furnished to the City **one week prior to the first day CONCESSIONAIRE starts operating its business in the park**. If said certificate is not furnished by that date, this Agreement shall be terminated without further notice to CONCESSIONAIRE and forfeiture of all fees.
17. WORKER'S COMPENSATION: CONCESSIONAIRE shall maintain in full force and effect worker's compensation for CONCESSIONAIRE and any agents, employees, and staff that the CONCESSIONAIRE may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
18. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services and/or concessions herein under and the CONCESSIONAIRE shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the CONCESSIONAIRE will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.
19. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the contract exceed one hundred thousand dollars (\$100,000) and employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or

territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

- 20. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.
- 21. TERMINATION: This Agreement may be terminated immediately by CITY for breach of this Agreement by CONCESSIONAIRE and either party may terminate this Agreement by providing 30 days written notice of termination to the other party.
- 22. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 23. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

DATED this 13<sup>th</sup> day of April, 2026.

CITY OF HAYDEN

CONCESSIONAIRE(S)

\_\_\_\_\_  
Alan Davis, Mayor

Richard Munn  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk



**PARK CONCESSIONS PERMIT APPLICATION**

**Fee: \$30.00 per day**

**RECEIPT OF THIS APPLICATION DOES NOT IMPLY CONSENT**

**REFUND POLICY: LESS THAN ONE WEEK PRIOR TO RESERVED DATES=NO REFUND, MORE THAN ONE WEEK PRIOR TO RESERVED DATES=80% REFUND, CITY IS NOT RESPONSIBLE FOR INCLEMENT WEATHER=RESCHEDULE ONLY, NO REFUNDS.**

**Applicant Details**

Name of Owner/Operator: Richie Thomas  
 Address of Owner/Operator:  
 Street: 3676 W HWY 53  
 Mailing: 3676 W HWY 53  
 City: Bathrum State ID Zip Code 83858  
 Cell Phone: (208) 691-7575  
 Email: richie.thomas204@gmail.com

<u>Date</u>	<u>Location</u>	<u>Hours</u>
<u>7-9</u>	<u>City Park</u>	<u>4-8pm</u>
<u>7-16</u>	<u>↓</u>	<u>↓</u>
<u>7-30</u>		
<u>8-6</u>		
<u>8-13</u>		
<u>8-20/21</u>		

If more space needed, please write on back of sheet.  
Hours of Operation (See City Code 7-5-5H):

Type of Concessions (description or attach menu): Hotdogs & Icecream

Is Electricity Needed?  Yes  No If yes, \$20.00 per facility, per day. Number of Facilities: 1 No. of days? 7

**RELEASE:** VENDOR, by signing this application, releases and discharges the city of Hayden from any liability of any nature for any property damage or personal injury suffered by the undersigned on the city of Hayden premises, including personal injury and the theft, loss, injury or destruction of property of any kind from any cause. The term VENDOR shall include concessionaires, food vendors, craft booths and exhibitors.

**INDEMNIFICATION:** VENDOR agrees to indemnify, defend, and hold harmless the City of Hayden, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of VENDOR, VENDOR's agents, employees, or representatives under this Agreement.

VENDOR will adhere to all guidelines, mandates and orders established by the Governor, City, Panhandle Health District and CDC. Recognizing the possibility of injury or illness associated with the above-named program(s) and hereby releases, discharges and/or indemnifies the City of Hayden, its affiliated organizations, and sponsors, their employees and associated personnel, against any claim by or on behalf of the registrant as a result of participation in this activity and assume the risks associated with participation in this activity.

VENDOR acknowledges that there are many known and unknown dangers and risks associated with the use of the City's facilities, and grants a general release for VENDOR'S participants and for VENDOR, VENDOR'S heirs, executors, administrators and assigns, and VENDOR waives, remises and forever discharges and releases the City and any and all elected or appointed officials of the City, and all officers, employees, volunteers, agents, insurers and any and all other individuals or entities affiliated with such persons, from any and all claims, several or otherwise, which can or may ever be asserted as a result of any injuries, damages, or communicable diseases sustained by VENDOR or by VENDOR'S participants while being involved in this event and during said use of the facility, including coming to and going away from the site.

**SALES TAX FORM:** All participants are required to complete Idaho Sales Tax Declaration Form ST-124, a State of Idaho requirement.

**FOOD VENDORS ONLY:**

- **LIABILITY INSURANCE.** VENDOR agrees to provide \$1,000,000.00 in liability insurance and shall provide a certificate of liability insurance naming the City of Hayden as an additional insured.
- **HEALTH CERTIFICATE.** VENDORS operating a food concession shall possess a food service license from Panhandle Health District and post the certificate at the booth site.

**SAFETY AND HOUSEKEEPING:** VENDOR agrees to insure that all structures erected for the exhibition will be substantial in structure and neat in appearance. VENDOR further agrees to provide appropriate chemical type fire extinguisher(s), if required by the Fire Marshall, and to comply with all reasonable orders of said Fire Marshall. All decorations must be fireproof. VENDOR agrees to keep the concession area clean and attractive at all times and return it to CITY in a good and clean condition.

**WORKER'S COMPENSATION:** VENDOR shall maintain in full force and effect worker's compensation for VENDOR and any agents, employees, and staff that the VENDOR may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

OVER→



## FOOD:

- Regular Dog \$3
- Big Dog \$6
- German Sausage \$9
- Polish Sausage \$9
- Chili Dog \$11
- Corn Dog \$5
- Chili and Fritos \$5
- Chips \$2

## ICE CREAM:

- Regular Cone \$5
- Waffle Cone \$8
- Milkshake \$8
- Rootbeer Float \$6

## DRINKS:

- Water \$1
- Soda \$2