



Title: CONCESSIONS POLICY		
Subject: GENERAL OPERATIONS	Page: 1 of 13	Policy Number: 05.00.00
Category: DISTRICTWIDE POLICY	Approval Date: 03/30/2022	Last Revised Date:

POLICY STATEMENT:

The goal of the Forest Preserve District of Cook County’s (the “District”) Concessions Policy is to develop standards through which the District will issue permits and contracts for Concessions Opportunities that will increase visitor engagement by providing the public with access to complementary recreational activities, amenities and services while also generating revenue to support the mission of the District.

PURPOSE:

This Concessions Policy is intended to:

1. Provide direction to District staff on the solicitation, selection, issuance and administration of Concession Permits and Contracts.
2. Provide information on doing business with the District to Applicants.
3. Increase transparency at it relates to the District’s concession program.

A Concession Permit is not an employment contract between the District and any Applicant, Concessionaire or any employee of same. This Policy is a legislative document and not an employee handbook for Applicants, Concessionaires or their staff. This Policy may be revised or amended by the District at any time without prior notice to any permit holder

To the extent there are conflicts between this Policy and the language in any Concessions Permit or Contract, the Concessions Permit or Contract shall control. Any Concessions Permit or Contract Issued by the District shall be governed by its express terms.

AFFECTED AREAS:

This Concessions Policy applies to all District employees who review, solicit, negotiate, finalize, implement, monitor, and/or evaluate Concession Permits. As it relates to applicants for Concessions Permits or Contracts and Concessionaires or Applicants, this Policy is intended to provide information and guidance regarding the minimum expectations of the District with respect to the issuance of Concessions Permits and Contracts and the operating standards of Concessionaires. To the extent there are conflicts between this Policy and the language in any Concessions Permit or Contract, the Concessions Permit or Contract shall control. Any Concession Permits or Contracts issued by the District shall be governed by their expressed terms.

DEFINITIONS:

Applicant: Any person who seeks the issuance or renewal of a Concessions Permit or Contract under this Ordinance.

Board: The Board of Commissioners of the Forest Preserve District of Cook County.

Classes/Tours Contract: A contract with the District, no greater than five (5) years in length, for the provision of classes or tours conducted on District property for groups of more than five people, that will

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not generate more than \$25,000 in revenue to the District on an annual basis, and that otherwise meet the requirements of the District's Concessions Policy and this Ordinance.

Code: The Forest Preserve District of Cook County Code of Ordinances

Concessions Contract: Includes Pilot Concessions Contracts, Small Concessions Contracts, Large Concessions Contracts, and/or Classes/Tours Contracts.

Concession(s) Opportunity: The display or offer for sale of any articles, food, or tangible things; the collection of fees, admissions or cover charges for a service; or conducting or soliciting any business, trade, occupation or profession on District Property subject to the terms of a Concessions Permit or Contract.

Concessions Permit: A non-transferable permit, for a Concession Opportunity, issued by the General Superintendent or their designee, that authorizes the named holder to undertake a Concession Opportunity at a specified location on District property through non-permanent apparatuses including but not limited to push carts and food trucks subject to specific terms and conditions.

Concessions Plan: The document drafted by the General Superintendent or their designee that provides for the comprehensive development and implementation of the Concessions Ordinance consistent with the purpose, goals and criteria listed in this Policy.

Concessionaire: Any Person issued a Concessions Permit or Contract by the District.

County: The County of Cook, State of Illinois.

District: The Forest Preserve District of Cook County

District Property: All property owned or leased by the District, including but not limited to material, equipment, buildings, structures, vehicles, and real property.

Food Truck: A motorized vehicle such as a truck, van, or mobile home licensed and insured to be legally operated on public roadways which is also equipped for preparing and vending foods, or for vending approved items or services.

General Superintendent: The General Superintendent of the Forest Preserve District of Cook County.

Large Concessions Contracts: A contract for any Concession Opportunity that generates more than \$25,000 in revenue to the District on an annual basis. Large Concessions Contract availabilities must be posted on the District's website, competitively bid, and approved by the Board, per 1-8-2 (Contracts and Purchases) of the Code and otherwise meet the requirements of this District's Concessions Policy, the Code and this Ordinance.

Non-Motorized Mobile Vending: A Concessionaire or their employee that personally transports and carries concession items for sale by hand without a pushcart.

Nuisance: Anything offensive or obnoxious to the health and welfare of the inhabitants of the District or the public; or any act or thing repugnant to, or creating a hazard to, or having a detrimental effect on the property of the District. A violation of any provisions of the District Code or the District's Concessions Policy may be deemed to be a nuisance under this Ordinance.

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Person: An individual, corporation, sole proprietorship, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association or any other legal entity.

Pushcart(s): A wheeled cart that transports concession items subject to the requirements and regulations of a Concessions Permit or Contract, this Ordinance and the District’s Concessions Policy.

Pilot Concessions Contract: A contract for a Concession Opportunity that is no longer than two (2) years in length, which will generate no more than \$25,000 in revenue to the District on an annual basis and otherwise meets the requirements of the District’s Concessions Policy and this Ordinance. All available Pilot Concessions Contract opportunities may be posted on the District’s website as available.

Small Concessions Contracts: A contract for a Concession Opportunity which is no longer than three years in duration, generates no more than \$25,000 in revenue to the District on an annual basis and otherwise meets the requirements of the District’s Concessions Policy and this Ordinance. A Small Concessions Contract must be selected via the District’s Request for Qualifications (“RFQ”) or Request for Proposals (“RFP”) process in compliance with Section 1-8-2(N) of the Code.

Stationary Concessions Stand: A temporary and immobile concession location including but not limited to a table, tent cart, or other apparatus capable of providing the Concessionaire the ability to sell food, beverages, or related retail and rental items.

PROCEDURE/PROCESS:

- 1) **GOALS OF THE CONCESSIONS PROGRAM:** The Concessions Program will provide the highest quality and variety of foods, commodities and services that will enhance the public’s use and enjoyment of the District’s properties and provide comfort and convenience to patrons at reasonable prices. Through the Concessions Program the District will seek to:
 - a) Increase patron engagement and connection to the natural environment and outdoor recreation by providing products, services and amenities in the District.
 - b) Maximize non-tax revenue to support the mission of the District, including conservation initiatives and programs.
 - c) Ensure that fiscal returns from concessions are prioritized to ensure the long-term health and stability of the assets.
 - d) Maximize small and local business development by offering Concessionaires opportunities to operate within the District.

- 2) **CONCESSIONS PLANNING:** The General Superintendent or their designee shall develop a plan that identifies appropriate locations for Concession Opportunities on District Property. The General Superintendent or their designee shall seek and review recommendations for modifications in the plan from District Officials and Employees, Concessionaire applicants, local advisory councils, citizen groups, and the public to determine appropriateness of proposed concession locations and opportunities.

The number of Concession Permits granted per site shall be based on the number of picnic groves on the particular District Preserve and in no cases shall the issuance exceed: one Concession Permit for a Preserve with three (3) or fewer groves, three (3) Concession Permits for a Preserve with more than three (3) but less than twenty (20) picnic groves, and five (5) Concession Permits for any Preserve with twenty (20) or more picnic groves.

3) **IMPLEMENTING AND ADMINISTERING THE CONCESSIONS PROGRAM:** The General Superintendent or their designee shall establish and publish policies, procedures, rules, and regulations as necessary to carry out the Concessions Program consistent with the purpose, goals and criteria listed in this Policy. In this regard the General Superintendent or their designee shall:

- a) Establish and update concession policies and procedures; develop and/or identify locations suitable for concession opportunities;
- b) Analyze plans and new developments affecting the concession operations;
- c) Monitor the performance of Concessionaires to ensure adherence to District Code provisions, rules, regulations, and permit terms and conditions;
- d) Develop administrative procedures and forms for the orderly and systematic implementation of the Concessions Program and any rules and regulations issued pursuant thereto;
- e) Monitor or cause to be monitored all concession operations to ensure compliance with the terms of the applicable Concession Permits or Contracts;
- f) Respond to inquiries and investigate complaints regarding concessions and Concessionaires;
- g) Take reasonable steps to ensure that unauthorized concession activity does not occur on District Property;
- h) Establish a process for the application and/or renewal of Concessions Permits and Contracts and make same available on the District's website and upon request formal request; and
- i) Ensure compliance with the District's Code of Ethical Conduct ("Ethics Code"), located at Title I, Chapter 13 of the District Code.

4) **CONCESSIONS PERMIT AND CONTRACT REQUIREMENTS:**

a) **Concessionaire General Criteria:** The following criteria applies to all applicants for a Concessions Permit or Contract and Concessionaires that operate on District property regardless of the type of Concessions Permit or Contract, unless otherwise specified in the Permit or Contract.

1. Any concession related activity is limited to locations that: (i) are not Illinois Nature Preserves; (ii) hold designated picnic groves; or (iii) have otherwise been approved by the General Superintendent or their designee for concession related activities.
2. The proposed use would not occur at a time when the District property requested to be used is closed to the public unless approved by the General Superintendent or their designee.
3. The proposed use may not materially damage District property or materially impact sensitive natural resource areas, including wildlife habitat spaces.
4. The proposed use is not a substantial threat or danger to public safety.
5. The proposed use would not cause a nuisance by excessive noise, offensive odors or be visually unsightly.
6. The Concessionaire must not have misrepresented, falsified, or withheld required information as part of the Permit or Contract application process.
7. The Concessionaire has not within the previous year, violated the District's Code of Ordinances or been determined by the General Superintendent not to be a suitable Concessionaire for the District.
8. No Person shall use any portion of District property nor any of the buildings within the District, for the purpose of any concession related activity, unless the Person has first obtained, and has available for inspection, a Concessions Permit or Contract from the District allowing for such use.
9. No Person shall be awarded a Concessions Permit or Contract if such Person is delinquent in the payment of any tax levied by or fee charged by the District or County, pursuant to 1-8-2(D) of the District Code.

10. No Person shall be awarded a Concessions Permit or Contract if such Person is delinquent in the payment of a court-ordered child support arrearage pursuant to 1-8-2(U) of the District Code.
 11. No Person shall be awarded a Concessions Permit or Contract if such Person has previously had a Permit or Contract terminated by the District within the past twenty-four (24) months from the date the District terminated the Contract or Permit.
 12. No Person shall be awarded a Concessions Permit or Contract if such person has been convicted or adjudicated in of any offenses listed in 1-8-2(A)(2) of the District Code.
 13. The General Superintendent shall, prior to the issuance thereof, require the Applicant to accept the terms and conditions of the said Concessions Permit or Contract by official or otherwise authorized signature or signatures to the form of Permit or Contract wherein the Applicant shall be required to fully insure, indemnify and hold harmless the District, its President, its Commissioners, officers, agents and employees against any loss, claim, expense, damage or claim from damages on account of any injury to persons or property, whether that of the District or otherwise, which may be occasioned by or result from the issuance of such permit or the Concessionaire's Operations. Such insurance and indemnification provisions of any Permit and/or Contract shall provide, at a minimum, the following:
 - a. **Indemnification and Hold Harmless:** The Concessionaire assumes liability for and shall indemnify, protect, save and hold harmless the District, its President, Commissioners, officials, employees, representatives, agents and contractors, from and against any and all, actual or potential, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements including reasonable and actual attorneys' fees and expenses and court costs actually incurred by the District in defending claims of whatsoever kind and nature imposed upon, incurred by or asserted against the District in any way relating to or arising out of the Concessionaire's Operation, employment practices, Concessions Permit and/or Concessions Contract, possession, use, operation and maintenance of any designated location(s) or District Property. The indemnities contained in any Concessions Permit or Contract shall continue in full force and effect, notwithstanding the termination, expiration, suspension, or revocation of the Concessionaire's Operations, Concessions Permit and/or Concessions Contract with respect to any claims or liability arising in connection with any event occurring prior to such termination, expiration, suspension, or revocation.
 - b. **Insurance:** The Concessionaire, during the entire term of the Concessions Permit or Concessions Contract, shall keep its Concessions Operation adequately insured for the protection of the District (and the District shall be so named as an additional insured on any such policies), by maintaining general commercial liability insurance with the limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate; and automobile liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit or \$1,000,000 bodily injury per occurrence; workers' compensation insurance in an amount no less than statutorily required limits; Dram Shop Insurance as required under the Illinois Liquor Control Act of 1934 (for Concessionaires selling alcohol); and \$500,000 property damage insurance against claims for bodily injury or death and property damage occurring from or related to the Concessions Operation, and containing such terms and conditions as the District deems, in its reasonable discretion, to be acceptable (subject to the limitations and exclusions of an industry-standard policy).
- b) **Approval of New or Existing Concessions Permits or Contracts:** In addition to the above criteria, in determining whether to issue or enter into a Concessions Permit or Contract or renew an existing Concessions Permit or Contract, the General Superintendent or their designee shall consider the following:

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1. The qualifications of the Applicant, including the Applicant’s professional qualifications, skills, experience, and financial ability;
 2. Whether entering into the Contract or issuing the Permit furthers the District’s Mission;
 3. The quality, including the creative or innovative nature, of the proposed foods, commodities or services;
 4. Revenue to be received by the District from the proposed concession;
 5. The extent to which the proposed concession would not interfere with and would enhance the use and enjoyment of the particular District Property;
 6. The extent to which the proposed concession is consistent with the goals of the District’s Concessions Policy and Plan;
 7. The extent to which the concession proposed is consistent with the District’s Racial Equity, Diversity and Inclusion Policy, Land Acknowledgement Policy and other District Policies;
 8. The requirements and prohibitions of the District’s Ethics Code; and
 9. Any other factor that the General Superintendent or their designee may deem relevant.
- c) **Assignment or Subcontracting:** Concessions Permit or Contract shall not be assigned, transferred or used to subcontract its work, in whole or in part. Failure to comply with this provision will result in suspension or revocation of the Permit or Contract, unless otherwise agreed to by the General Superintendent or Board.
- d) **Customer Service Standards:**
1. The Concessionaire shall conduct its operations in a manner that is consistent with all generally accepted standards and best practices for its particular industry. All points of visitor contact actions by Concessionaire staff shall reflect a desire to fulfill a high-quality service obligation to visitors.
 2. The Concessionaire shall conduct its concession in a positive, professional and courteous manner at all times.
 3. The Concessionaire shall, to the extent practicable, inform customers of relevant District rules; however, the Concessionaire shall not be responsible for enforcement of District rules. In the event the Concessionaire or their designee witnesses a violation of District ordinances, Concessionaire staff shall notify District police.
 4. The Concessionaire shall have the responsibility to monitor and be responsive to visitor feedback and be responsible for handling ordinary complaints related to their concession, products and/or services. Complaints that can be deemed reasonably deemed to harm the Concessionaire’s or District’s reputation should be submitted immediately to the District’s Permits Rentals and Concessions Department.
- e) **Staffing:**
1. Concessionaire is responsible for all matters pertaining to the employment of persons in connection with providing the services under the Permit or Contract, including but not limited to recruitment, hiring, discharge, training, supervision, compensation, promotion, and provision of benefits. The Concessionaire shall insure, indemnify and hold harmless the District from any claims, suits, actions, or litigation arising out of the Concessionaire’s Operations, including employment matters, per Section VIII(A)(14) of this Policy;
 2. Concessionaire shall assure their staff is appropriately trained and experienced in providing the goods and/or services called for under the Permit or Contract.
 3. Concessionaire shall maintain staffing levels to meet customer needs during all hours of operation.
 4. Concessionaire shall ensure that an onsite representative for the Concessionaire is present during all hours of operation.

5. Concessionaire shall ensure that all employees shall be clean and neat in appearance. Concessionaire and staff are prohibited from wearing any clothing which displays District logos, branding or insignia while providing services under the Permit or Contract.
6. The Concessionaire and any/all employees shall meet all applicable federal, state, agency and local health standards for cleanliness, food safety, and training standards and requirements.
7. A Concessionaire shall not employ any person under 16 years of age to provide services on District Property.
8. Concessionaire staff members, whether employed by the Concessionaire or hired as contracted labor or engaged as a volunteer for Concessionaire, must each pass a criminal background check conducted by or on behalf of the Concessionaire. A Concessionaire staff member shall not be allowed to provide services if the criminal background check reveals that such staff member has been convicted or adjudicated of a disqualifying offense under the District's Background Check Policy.

A disqualifying offense includes the following:

- i. One (1) or more non-violent felony conviction or adjudication within the previous three (3) years;
 - ii. One (1) or more violent felony conviction or adjudication within the previous five (5) years; or
 - iii. One (1) or more conviction or adjudication for a "sex offense" as defined in 730 ILCS 150/2(b) or any offense substantially similar to a "sex offense" as so defined from any other state or jurisdiction. Further, any person required to register as a Sex Offender with the Illinois State Police and/or any person required to register as a Murderer or Violent Offender Against Youth, as defined in 730 ILCS 154/5 and/or any person convicted previously convicted of Murder shall not be allowed to provide services on behalf of any Concessionaire
 - iv. In addition, a Concessionaire staff member shall be deemed disqualified to provide services if such staff member has provided inaccurate, incomplete or misleading information as to a material matter concerning their criminal record on any form completed as part of the Concessionaire background check process.
- f) **Non-Discrimination:** Concessionaires must comply with the District's [Non-Discrimination & Harassment Policy](#) posted on the District's website. Concessionaires are prohibited from conducting their operation in a manner that discriminates on the basis of a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, housing status, or gender identity.
- g) **Compliance with Law and Choice of Law:**
1. The Concessionaire shall comply with, and shall operate any concession in compliance with, all applicable laws, statutes and regulations including State, Federal, County, Local, Agency and District laws, ordinances, rules and regulations.
 2. The exclusive jurisdiction and venue for any suit, appeal or legal challenge related the District's Concessions Policy or Ordinance shall be the Circuit Court of Cook County and the laws of Illinois shall govern any such action.
- h) **Marketing/Signage:**
1. All marketing, signage, branding, uniforms, and logo materials are subject to District approval prior to installation or implementation.
 2. All signage must be professionally produced and installed. No handwritten signs may be posted.

i) Sustainability:

1. Concessionaire shall not provide bottled beverages, glass containers, #6 plastic or expanded polystyrene foam containers, plastic bags, plastic straws or stirrers, or non-compostable plastic cutlery. If the Concessionaires uses any single-use plastics such plastics shall be recyclable. Concessionaire must adhere to the District's environmental policies outlined within the District's sustainability plan unless otherwise waived by the General Superintendent or their designee.
2. Concessionaires are strongly encouraged to donate any/all food items that cannot be sold due to surplus production, discontinuation, imperfection or underweight packaging, quality control and approaching expiration dates, to organizations that are properly licensed to accept such donations.
3. Concessionaire shall provide labeled refuse and recycling containers suitable for placement of waste generated by customers or other persons. Concessionaire shall be responsible for removing all litter, refuse, and recycling generated by Concessionaire's operation and placing it in the District garbage and recycling receptacles. Recycling should be placed in the recycling receptacles loose, (e.g., bag-free). The District shall charge for the costs of special cleanup necessary should the Concessionaire fail to reasonably perform cleanup obligations.
4. Concessionaires are encouraged to consider provision of discounts for customers who provide their own reusable cups or containers for serving of food and beverage offerings (e.g., reusable coffee cup, water bottle, or food container).

j) Risk Management and Safety:

1. Each Concessionaire shall maintain insurance for the specified categories and levels identified in their Permit or Contract. Certificates of Insurance will be provided to the District on an annual basis. The Concessionaire must provide proof of a certificate of liability insurance with the endorsement attached naming the Forest Preserve District of Cook County as an additional insured in the amounts listed in Section VIII(1)(m) of this Policy, or in amounts otherwise approved by the District in writing.
2. Concessionaire shall obtain all permits as required by law within the jurisdiction where the concession is located.
3. Concessionaire shall place Concessionaire Permit in a conspicuous place which is viewable to the public.
4. Each Concessionaire that is involved in the sale of food or beverages shall provide the District with evidence of an ANSI-accredited Food Handler certificate. Every certificate shall be posted in a conspicuous place which is viewable to the public.
5. Concessionaire accepts full and complete responsibility for any and all loss of or damage to any item of Concessionaire's property from any cause whatsoever and expressly releases the District, its Commissioners, officers, agents, and employees, from any liability.
6. Concessionaire shall eliminate any unsafe condition or public hazard resulting from or associated with Concessionaire's activities without delay.
7. Concessionaire shall be responsible for cost of repair or replacement for any damage to District property from Concessionaire and/or their designee with the exception of normal wear and tear.
8. Concessionaire shall keep a Red Cross, or equivalent, basic first aid kit during all hours of operation.

- k) Concession Permit Fees:** An applicant shall submit the following fees prior to the District's granting of any Concession Permit: (i) \$250.00 for a single day permit and (ii) \$500.00 for a per valid for the remainder of the calendar year in which it was issued (i.e. a "multiple day" or "yearly" permit). Once granted, permit fees are subject to the refund policy set forth in 6-2-4 ("Permit Fees") of the District's Concessions Permits and Contracts Ordinance. Further, Concession Permits may be issued throughout the year, but any permit so issued will expire no later than 11:59 p.m. on December 31st of the year issued, unless otherwise approved by the General Superintendent or their designee.

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5) **CONCESSION PERMIT OPERATION, SIGNAGE, AND APPARATUS:**

a) **Required Criteria and Regulations:**

1. The Concessionaire is confined to the Preserve(s) specified in its Concession Permit or Contract. Concessionaires utilizing Pushcarts and Non-Motorized Mobile Vending apparatuses may move within the permitted Preserve (subject to the rules outlined below), but stationary locations must be approved as part of the application.
2. No vending will be allowed on trails or in the area of a special event, if the special event has paid Concession Permit fee(s).
3. The Concessionaire shall not place any signage in the District except that which is directly affixed to the vending unit.
4. Prices of items and/or services sold or offered shall be visibly posted. No handwritten signs are allowed.
5. A Concessionaire is allowed to use apparatuses, including pushcarts, non-motorized mobile vending, trailers, and motorized mobile vending, within the District as described on the applicable Concession Permit or applicable Contract. Such apparatuses shall be subject to the size limitations listed in Appendix C.
6. All apparatuses must be removed from District property at the end of each day of operation and may not be stored on District Property.
7. A Concessionaire is not permitted to expand concession activities within the District beyond the time, day(s), and place limits as authorized by the District in the Concessions Permit or Contract.
8. Concessionaire shall not sell or distribute tobacco products.
9. Concessionaire may sell and distribute alcohol products, provided that they receive prior approval from the General Superintendent or their designee and have obtained applicable liquor licenses, dram shop insurance and all other necessary permits or licenses required under Federal, State, Local, or Agency statute, law, ordinance, regulation or rule.
10. Concessionaire must maintain enough stock to serve the patrons needs while in operation.
11. The District reserves the right to host special events at any location, including sites where Concessions Permits are issued. In that event, all concessions can be excluded from the selected location for up to five (5) days with two weeks' notice (14 days). Except as described below, Concessionaire Permit fees are not refundable for any reason, (including, but not limited to construction projects not under the control of the District, acts of God, inclement weather, pandemic, emergencies, etc.). In the event a permitted location becomes unavailable for an extended period of time for circumstances beyond the Concessionaire's control, the District will work with the Concessionaire to find an alternative site, if possible. If an alternate site is not possible, the District will refund the Concessionaire's fees on a pro-rated basis.
12. The Concessionaire may be fined for failure to adhere to or maintain any and all of the conditions of use or requirements included in their Concession Permit. Fines levied shall be consistent with Section 1-4-1. No future permits will be granted an individual or organization until all outstanding balances are paid.

b) **Concession Permit Apparatus Requirements:**

1. **Pushcarts and Non-Motorized Mobile Vending:** Pushcarts and individual Concessionaires can go from grove to grove within a single Preserve. If provided for in the Permit, Concessionaires can use trails to move from place to place but may only vend in areas adjacent to the trail and not on the trail itself.

An example of the design guidelines for pushcarts is included as Appendix A.

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Push-Cart Specifications:

- i. Limited in size to no more than six (6) feet in length, four (4) feet in width, and five (5) feet in height exclusive of canopy or umbrella (*for pushcarts only*).
 - ii. Canopies for all are limited to 40 square feet with a minimum clearance above the sidewalk or pathway of seven (7) feet and a maximum height of ten (10) feet (*for pushcarts only*).
 - iii. Must be no larger than 24 square feet in area (4' x 6') unless otherwise approved by the District (*for pushcarts only*).
 - iv. Has the ability to utilize a passenger vehicle to transport equipment between District locations but may not vend out of the motorized passenger vehicle or any fixed location.
2. **Food Truck:** A Food Truck must have all necessary Federal, State, Local, and Agency permits and licenses. Further, any person operating a Food Truck must have a valid driver's license and be legally allowed to operate a motor vehicle in the state of Illinois at all times the Food Truck is in operation. Concessionaire shall assure that its Food Truck(s) is/are insured sufficiently to operate on the roadways of Illinois.

Food Truck Specifications

- i. Concessionaire is limited in size to a length no greater than 22 feet and to a height no greater than 12 feet.
 - ii. Any canopy is limited to 80 square feet with a minimum clearance above sidewalk or pathway of seven (7) feet.
 - iii. Food or Service Truck must be removed daily and comply with all local regulations.
3. **Stationary Concession Stand:** Provides the Concessionaire the ability to place a temporary concession adjacent to recreational areas in District parking lots (*e.g., fishing piers, athletic fields, etc.*). These concessions will be placed near a recreational area and provide the Concessionaire the ability to sell food, beverages, related retail and rental items.

RESPONSIBILITY:

Authority of the General Superintendent: The General Superintendent: **(1)** may establish and publish additional rules and regulations, including the standards applicable to food service, as needed to carry out the Concessions Program and the provisions the District's Concessions Permits and Contracts Ordinance (6-2-1 et seq); and, **(2)** shall have the right to revoke or terminate a permit or concession Contract in accordance with Section 6-2-3(C)(4) of the District's Concessions Ordinance.

Department of Permits, Rentals and Concessions: The Department of Permits, Rentals and Concessions shall: **(1)** Communicate and direct the implementation of all policies to Concessionaires; and, **(2)** Manage the implementation of these policies.

Law Enforcement Department: The Law Enforcement Department shall: **(1)** assist in the implementation of this policy; **(2)** assist with the delivery of emergency and safety related services; and **(3)** make timely notifications to Permits, Rentals and Concessions staff, and other appropriate District managers, of any reported violations.

Finance Department: The Finance Department shall: verify the revenues being collected from Forest Preserve Concessionaires.

TRAINING REQUIREMENTS:

Ethics training as deemed necessary by the General Superintendent. (See Ord. 22-0126 at § 6-2-3(B))

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COMMUNICATION PLAN:

- 1) This policy should be distributed to all appropriate and necessary employees.
- 2) This policy should be added to the District shared drive, intranet, and website.

REFERENCES:

Forest Preserve District of Cook County
Code of Ordinances

Forest Preserve District of Cook County
Section 7-1-1 Fee Schedule

Cook County Department of Health
Code of Ordinance

POLICY LEAD: Jean Sheerin
Deputy Director of Permits, Rentals & Concessions

APPROVAL: Arnold Randall
General Superintendent

POLICY HISTORY:

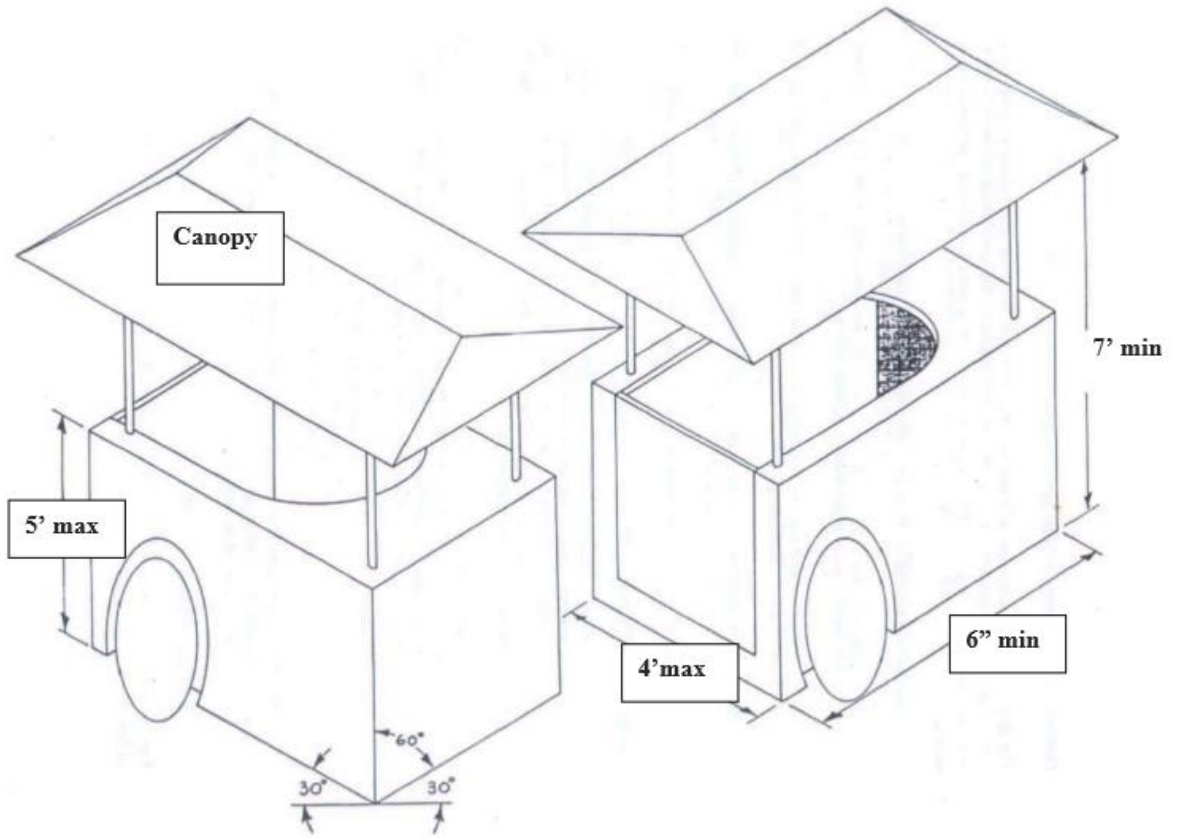
Approved: 03/30/2022
Revised:

Revised:

If you have questions regarding this District policy, please contact:

Forest Preserve District of Cook County
Department of Permits, Rentals & Concessions
Attn: Jean Sheerin, Deputy Director of Permits, Rentals and Concessions
536 North Harlem Ave., River Forest, IL, 60305
Email: Jean.Sheerin@cookcountyil.gov
Phone: (708) 771-1371 | Fax: (708) 771-1071 | Cell: (708) 491-3036

APPENDIX A:
PUSHCART DESIGN GUIDELINES



Example only.

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