

**LEASE AGREEMENT for
CONCESSIONS OPERATIONS AT JULIUS M. KLEINER MEMORIAL PARK**

This LEASE AGREEMENT for CONCESSIONS OPERATIONS AT JULIUS M. KLEINER MEMORIAL PARK (“Agreement”) is entered into by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (“Landlord”), and Joy's Boys LLC, a limited liability company organized under the laws of the state of Idaho, whose address is 734 Wickham Fen Way, Boise, Idaho (“Tenant”), effective the 27th day of February, 2026. In this Agreement, Landlord and Tenant may be referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, Landlord owns Julius M. Kleiner Memorial Park, located at 1900 N. Records Avenue, in Meridian, Idaho, which park includes a concession building adjacent to the splash pad (“Lease Premises”);

WHEREAS, Landlord is authorized by Idaho Code section 50-1401 to manage real property owned by the Landlord in ways which the judgment of City Council deems to be in the public interest;

WHEREAS, the City Council of the City of Meridian hereby finds that the lease of the Lease Premises to Tenant for selling concessions serves the public interest;

WHEREAS, pursuant to Idaho Code section 50-1407, the mayor and council hereby resolve and authorize the lease of Lease Premises to Tenant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, Landlord and Tenant agree as follows:

- I. Lease granted.** In consideration of the payment of rent, and other sums to be paid by Tenant to Landlord pursuant to this Agreement (collectively referred to hereinafter as “Rent”) and the performance of the other covenants, conditions and agreements in this Agreement to be kept and performed by Tenant, Landlord does hereby lease and demise Lease Premises to Tenant.
- II. Use of Lease Premises.** Tenant’s use and occupancy of the Lease Premises shall be limited to the preparation of food consistent with the requirements and standards established by applicable federal, state, city and health department laws, ordinances, regulations and resolutions; and the sale of food, beverages, swim diapers, and novelty items as set forth in Request for Proposals and Tenant’s response thereto, which are attached hereto as *Exhibit C*. Tenant shall not use or permit the use of the Lease Premises for any other purpose without the express written consent of Landlord. Tenant warrants and represents that Tenant has undertaken a complete and independent evaluation of any and all risks inherent in the execution of this Agreement and the operation of the Lease Premises for its use permitted

hereby, and that, based upon said independent evaluation, Tenant has elected to enter into this Agreement and hereby assumes all risks with respect thereto, some of which risks may be unknown.

- III. Scope of services.** As a condition of Tenant’s use and occupancy of the Lease Premises, Tenant shall provide the services as enumerated and set forth in the Request for Proposals, attached hereto as *Exhibit C*. Further, Tenant shall insure that the area within and immediately adjacent to concession area of the Lease Premises is kept clean and free of all debris, litter, or other unclean or unsightly condition caused or created by the operation.
- IV. Term of lease.** The term of this lease shall begin upon execution by both parties (“Effective Date”), and expire 11:59 p.m. on September 30, 2026, unless earlier terminated by either Party by the method established herein. The lease term shall automatically be renewed from year to year thereafter, until September 30, 2028, unless written notice of termination is given by either party to the other in the manner set forth herein. Tenant shall be deemed to have occupied the Lease Premises for purposes of commencing the Term as of the Effective Date. Time is of the essence in all matters related to this Agreement.
- V. Responsibilities of Tenant.** With regard to Tenant’s use and occupancy of the Lease Premises under this Agreement, Tenant shall be responsible for each and all of the following.
- A. Rent.** Beginning with the Effective Date, Tenant shall pay Rent to Landlord according to the Rent Payment Schedule set forth in *Exhibit A* hereto. Rent shall include the cost and expenses for all utilities in connection with the Premises, including the cost of electricity or other fuels or power sources, water and sewer services, and waste disposal services. Land line telephone service is not available at the premises.
- B. Season close-out.** Within seven (7) days of the last day of operation each year, Tenant shall complete each and all of the following:
1. Deep clean the Lease Premises, to include: descaling sink, faucets, and knobs; wash walls, doors, cabinets, and vents; remove all debris from and scrub floors; disinfect all surfaces; wipe out and sanitize garbage cans and recycling bins; empty and disinfect all cabinets; defrost freezer; and disinfect microwave, refrigerator, freezer, and other food storage or preparation areas.
 2. Remove all perishable items from the Lease Premises;
 3. Unplug all equipment;
 4. Upon request of Landlord, remove some or all of Tenant’s equipment and personal property from the Lease Premises so Landlord can perform routine maintenance and repair; and
 5. Obtain written approval from City that the tasks set forth in this section have been completed satisfactorily, and that the Lease Premises can be closed for the season in a clean and sanitized condition.
- C. Criminal background check.** Tenant, and each and all of Tenant’s employees working at the Lease Premises or any person present within the Lease Premises pursuant to Tenant’s invitation or consent, shall first undergo a criminal background check. Tenant

will be responsible for the cost of background checks for each of their employees. Landlord will pay the cost for Tenant's background check. Tenant shall not allow any employee or person to be present within the Lease Premises whose criminal history includes any felony or misdemeanor conviction for a crime involving or related to violence, drugs or alcohol, sex crimes, theft, fraud, or moral turpitude.

D. Personal property taxes. If applicable, Tenant shall pay, prior to delinquency, all personal property taxes payable with respect to all personal property of Tenant including any inventory, equipment, floor, ceiling and wall coverings, furniture and/or trade fixtures kept or used in or on the Lease Premises, and any improvements to the Lease Premises that are owned by and separately assessed to Tenant ("Property of Tenant").

E. Surrender of Lease Premises; removal of property. Subject to the provisions set forth herein regarding early termination, upon expiration of the Agreement term or earlier termination of the Agreement, whether by lapse of time or otherwise, Tenant, at Tenant's sole expense, shall:

1. Remove the Property of Tenant;
2. Repair and restore the Lease Premises to a condition as good as received by Tenant from Landlord, reasonable wear and tear excepted; and
3. Promptly and peacefully surrender the Lease Premises and yield up possession to Landlord.

Any Property of Tenant left on the Premises after the expiration or termination of the Agreement shall be deemed to have been abandoned and shall become the property of Landlord. Tenant shall be liable for all costs associated with the removal and/or disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Lease Premises or removing and storing the Property of Tenant and/or other property as herein provided. No such reentry shall be considered or construed to be a forcible entry. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in surrendering the Lease Premises, including, without limitation, any claims made by a succeeding tenant founded on such delay.

F. Condition of Premises. Tenant acknowledges that Tenant has inspected the Lease Premises and does hereby accept the Lease Premises as being in good and satisfactory order, condition, and repair. It is understood and agreed that Landlord makes no warranty or promise as to the condition, safety, usefulness or habitability of the Lease Premises, and Tenant accept the Lease Premises "as is." In entering into this Agreement, Tenant is relying on its own investigation and inspection of the Lease Premises and its own determination of the suitability of the Lease Premises, physically and legally, for its intended use.

G. Alterations. Tenant shall make no additions, changes, alterations or improvements to the Premises or to any electrical, mechanical or fire protection facilities pertaining to the Premises without the prior written consent of Landlord. Tenant shall be responsible for any and all code requirements resulting from any additions, changes, alterations or improvements to the Premises.

- H. **Waste.** Tenant shall not commit or allow to be committed any waste upon the Premises, or any nuisance, or any act in or about the Premises that disturbs the quiet enjoyment of Landlord. Tenant, at Tenant's sole expense, shall comply with all laws and regulations relating to its use or occupancy of the Lease Premises.
- I. **No assignment or subletting.** Tenant shall not, without first obtaining Landlord's consent: (1) sell, assign, mortgage, or transfer this Agreement or any interest therein; (2) sublease all or any portion of the Lease Premises; or (3) allow the use or occupancy of the Lease Premises by anyone other than Tenant. No assignment or sublease shall relieve the Tenant of any liability under this Agreement, unless Landlord consents in writing to accept such assignment or sublease as a whole or partial novation. Notwithstanding the foregoing, any transfer of this Agreement by merger, consolidation or liquidation of Tenant shall not constitute an assignment hereunder.
- J. **Compliance with ADA.** Tenant shall not enter into any change of use of the Premises, whether approved by Landlord or not, if such change in use would result in increased liability of Landlord under the Americans with Disabilities Act of 1990, Public Law No. 101-336, 42 USC 12101 *et. seq.* as it may be amended from time to time ("ADA").
- K. **No Hazardous Substances.** Tenant specifically agrees not to use, store or deposit any substance that is hazardous or dangerous to person, property or the environment (or any similar substance) as now or hereafter defined by or determined pursuant to any applicable state or federal law or regulation in amounts exceeding legally permissible levels in, on, or about the Premises.
- L. **Liens.** Tenant agrees that it will pay or cause to be paid all costs for work done by Tenant on the Premises, and Tenant will keep the Lease Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under Tenant. Tenant agrees to defend, indemnify and save Landlord free and harmless against liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under Tenant. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security for the value or in the amount of the claim, plus estimated costs and interest, or a bond of responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose has been filed and Tenant shall not have furnished Landlord adequate security as more particularly provided above, then, in order to protect the Lease Premises and Landlord against such claim of lien, Landlord may, but shall not be required to, pay the claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord, and Tenant agrees to and shall pay the same. Should any claims of lien be filed against the Lease Premises or any action affecting the Lease

Premises be commenced, the Party receiving notice of such lien or action shall forthwith give the other Party written notice thereof.

M. **Indemnification.** Tenant specifically indemnifies Landlord and holds Landlord harmless from any loss, liability, claim, judgment, or action for damages or injury to Tenant, to Tenant's personal property or equipment, and to Tenant's employees, agents, guests or invitees arising out of or resulting from the condition of the Lease Premises or any lack of maintenance or repair thereon and not caused by or arising out of the tortious conduct of Landlord or its employees. Tenant further agrees to indemnify and hold Landlord harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use and occupancy of the leased premises by Tenant or by Tenant's agents, employees, guests or business invitees and not caused by or arising out of the tortious conduct of Landlord or its employees. If any claim, suit or action is filed against Landlord for any loss or claim described in this paragraph, Tenant, at Landlord's option, shall defend Landlord and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify Landlord for all such costs and fees incurred by Landlord in the defense or resolution thereof.

N. **Insurance.**

1. **Comprehensive Liability Insurance.** Tenant shall purchase and maintain in force throughout the term of this Agreement in force with an insurance carrier acceptable to Landlord a policy of commercial general liability insurance covering the activities of Tenant in connection with the Lease Premises, having a combined single limit of not less than one million dollars (\$1,000,000) per person and per occurrence and property damage liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident or occurrence. The insurance shall insure against any and all liability of Tenant with respect to the Lease Premises and any other property used or useable by Tenant.
2. **Personal Property Insurance.** Tenant shall purchase and maintain in force throughout the term of this Agreement insurance covering all of Tenant's and Landlord's furniture and fixtures, machinery, equipment, inventory, and other personal property owned or used by Tenant in, on, or about the Lease Premises. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed regardless of the cause of such damage; however, if this Agreement terminates due to early termination due to conditions described herein, Tenant shall be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, inventory, and any other personal property.
3. **Policy Form.** All policies of insurance provided for herein shall be issued by insurance companies rated A, Class VI, or better in Best's Key Rating Guide and qualified to do business in the State of Idaho. All insurance required to be furnished by Tenant shall be on forms and with loss payable clauses satisfactory to Landlord naming Landlord as additional insured and copies of policies of such insurance or certificates issued by the insurance company evidencing the existence and amounts of

such insurance shall be delivered to Landlord. Failure of Tenant to renew or replace such insurance at least thirty (30) days prior to the expiration date of such policy shall constitute a material default under the terms of this Agreement. All policies of insurance provided by Tenant may be provided within the coverage of a blanket policy(s) of insurance carried and maintained by Tenant.

4. **Failure of Tenant to Insure.** In the event Tenant shall fail to purchase and keep in force any of the insurance required of the Tenant, Landlord has the right to terminate the Agreement. Landlord may, but shall not be required to, purchase and keep in force the same, in which event the Tenant shall pay to the Landlord the full amount of the Landlord's expenses with respect thereto, said payment to be made within ten (10) days after demand for such payment by the Landlord.
5. **Insurance Risks.** Tenant shall not do or permit to be done any act or thing upon the Premises or the Building which would (a) jeopardize or be in conflict with fire insurance policies covering the Building and fixtures and property in the Building; (b) increase the rate of any insurance applicable to the Building to an amount higher than it otherwise would be for the general use of the Building; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Lease Premises.

VI. Responsibilities of Landlord. During the Agreement term, Landlord shall be responsible for each and all of the following.

- A. **Repair and maintenance of Lease Premises.** Landlord shall repair and maintain the structural portions of the Lease Premises, including, but not limited to, the electrical systems, roof, and structural integrity of the premises, unless such maintenance or repairs are required as a result, in whole or in part, of the act of, or neglect of any duty by, Tenant, its agents, servants, employees, or invitees, in which event Tenant shall pay to Landlord the reasonable cost of such maintenance or repairs within ten (10) days of Tenant's receipt of Landlord's itemized bill therefor.
- B. **Equipment.** The parties acknowledge equipment owned by Landlord, as described in *Exhibit B* hereto. All such equipment shall be placed in good working order by the Effective Date at Landlord's sole expense. During the Term, Landlord shall repair and maintain equipment owned by Landlord.
- C. **Entry and inspection.** Landlord at all reasonable times, and at any time in case of emergency, may enter the Lease Premises for the purpose of inspection, cleaning, repairing, altering, maintaining or improving the Lease Premises subject to Tenant's reasonable security requirements.
- D. **Property insurance.** Landlord shall maintain insurance on the Lease Premises, excluding equipment described in *Exhibit B*, which Tenant shall insure. The insurance provided for in this Section may be provided within the coverage of a blanket policy(s) of insurance carried and maintained by Landlord.

VII. GENERAL PROVISIONS.

- A. **No agency; independent contractor.** It is understood and agreed Tenant shall not be considered an agent of Landlord in any manner or for any purpose whatsoever in Tenant's use and occupancy of the Lease Premises. In all matters pertaining to this Agreement, Tenant shall be acting as an independent contractor, and neither Tenant nor any officer, employee or agent of Tenant shall be deemed an employee of Landlord. Tenant shall have no authority or responsibility to exercise any rights or power vested in Landlord.
- B. **State of Idaho requirements.** Tenant certifies compliance with Idaho Code sections 18-8703, 67-2346, 67-2347A, and 67-2359, and the definitions included therein, and certifies it is not engaged in any of the activities prohibited by those sections. Tenant shall not assign or seek to assign this Agreement to a person who operates in violation of these statutes. Landlord may immediately terminate his Agreement at its convenience upon receipt of information Tenant is in violation of the terms of this section.
- C. **Subcontracting or assignment.** Tenant shall not subcontract or assign any of Tenant's obligations under this Agreement without City's prior, written consent. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.
- D. **Notices.** All notices to be provided under this Agreement shall be in writing and addressed as follows:
Tenant: Joy's Boys LLC
Attn: Roger Patterson
734 Wickham Fen Way
Boise, Idaho 83709
208-371-8887, roty97@gmail.com

Landlord: City of Meridian
Attention: Recreation Manager
33 East Broadway
Meridian, Idaho 83642

Notices shall be either personally delivered or sent by U.S. mail, postage prepaid. Notice shall be deemed to have been given upon deposit in the U.S. mail, or upon personal delivery to the party above specified.
- E. **Early termination due to damage or destruction.** In the case of damage to the Lease Premises or decreased park use by a Force Majeure, Tenant shall immediately notify Landlord. "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of either Party, including acts of God, pandemic, fire, flood, vandalism, accident, governmental acts, threats to human health or safety, and other like events that are beyond the reasonable anticipation or control of the Party affected thereby. If the Premises or Building are damaged by Force Majeure to such extent that they are rendered unusable or unsafe for use, Landlord may immediately terminate this Agreement.

- F. **Default or breach; cure; termination.** If Tenant is in breach or default of any of the terms, covenants or conditions of this Agreement and Tenant fails or refuses to cure such breach or default within ten (10) days of written notice thereof, this Agreement, and all rights of Tenant in and to Premises, at Landlord's option, may be deemed terminated and forfeited without further notice or demand. In the event of any default or breach of this Agreement and Tenant's failure or refusal to cure as hereinbefore provided, Landlord may, upon three (3) days' notice, enter into and upon the premises, take possession thereof and expel Tenant therefrom, with or without process of law, and without being guilty of trespass, and without prejudice to any and all other rights and remedies Landlord may have. Tenant shall be liable for any damages and any costs, including legal expenses and attorneys' fees, incurred by Landlord in recovering the Premises hereunder. The rights, privileges, elections and remedies of Landlord set forth in this Agreement or allowed by law or equity are cumulative, and the enforcement by Landlord of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies.
- G. **No waiver.** Landlord's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy Landlord may have under this Agreement with respect to such subsequent default or breach by Tenant. The acceptance of any Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.
- H. **No obligation.** By the granting of this lease, Landlord does not in any way bar, obligate, limit, or convey any warranty with regard to any action relating to development or operation of said premises, including, but not limited to, annexation, rezone, variance, permitting, environmental clearance, or any other action allowed or required by law or conveyed by City Council.
- I. **Mediation.** Any disputes between the Parties in connection with the rights and obligations under this Agreement, shall be settled by mediation upon the request of any Party and the mutual agreement of both parties. Mediation shall be a required precursor to litigation filed regarding this Agreement. All costs associated with mediation shall be shared equally by the parties.
- J. **Nondiscrimination.** Both Parties warrant and agree that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises.
- K. **Attorney fees.** Tenant shall be liable to Landlord for all damages and costs, including legal expenses and attorneys' fees, suffered or incurred by Landlord in the enforcement of any of the terms, covenants or conditions of this Agreement.

L. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

M. **Entire agreement.** This Agreement and the Exhibits hereto contain the entire agreement of the parties and supersedes any and all other agreements, leases, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. No oral or written inducements to execute this Agreement have been made to Tenant. In entering into this Agreement, Tenant relies upon no statement, fact, promise or representation, whether express or implied, written or oral, not specifically set forth herein in writing.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

TENANT:
JOY'S BOYS LLC


Roger Patterson

LANDLORD:
CITY OF MERIDIAN:

ATTEST:

BY: _____
Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A

RENT PAYMENT SCHEDULE

- A. **Amount.** Tenant shall pay Rent to the Landlord in the amount of Twenty Two percent (22%) of gross sales.
- B. **When due.** Tenant shall pay Rent to the Landlord no later than the tenth (10th) of each month for sales taking place in the previous month. Along with the monthly payment, Tenant shall submit a breakdown of daily sales totals.
- C. **Accounting required.** Tenant shall keep a full and accurate set of books, adequately showing gross receipts received during each month for all operations associated with this Lease Agreement and shall, with reasonable notice, allow Landlord to inspect said books and receipt records.

EXHIBIT B

LIST OF LANDLORD'S FIXTURES

1. Three compartment sink
2. Handwashing sink
3. Mop sink
4. Water heater

EXHIBIT C

REQUEST FOR PROPOSALS

FORMAL REQUEST FOR PROPOSALS

PROJECT SPECIFICS, SCOPE OF WORK, & AWARD CRITERIA

CITY OF MERIDIAN
Meridian, Idaho 83642

BACKGROUND / PURPOSE

The City of Meridian is soliciting proposals from qualified vendors to provide seasonal concession services by operating the Concessions Building located at Julius M. Kleiner Memorial Park.

Julius M. Kleiner Memorial Park is a 60-acre park located at 1900 N. Records Ave. near the NE corner of Eagle Road and Fairview Ave. It is right next door to The Village at Meridian shopping complex which leads to a significant amount of crossover foot-traffic. Amenities at the park include the Meridian Senior Center, Rock of Honor Memorial, two large ponds that are stocked for fishing, five reservable picnic shelters, playground, splash pad, sand volleyball court, bocce ball courts, basketball courts, bandshell and amphitheater, arboretum, and several walking paths. The park is also host to a variety of special events throughout the year including Gene Kleiner Day, Meridian Community Block Party, Treasure Valley Ford and Mustang Club Car Show, and the Meridian Kiwanis Wing-Off among many others. Event organizers are permitted to bring their own food vendors as part of their events. Those Vendors, however, are not permitted to offer snow cones or similar products to snow cones such as gelato or ice cream from May 1st - September 30th annually in an effort to protect what's typically the best-selling product at the Concessions Building. The selected concessionaire may not set up booths or an area outside the Concessions Building without permission from the City of Meridian and or the event organizer in which fees may occur.

The Concessions Building is located on the west side of the park in the active recreation complex which includes the playground, splash pad, two picnic shelters, sand volleyball and bocce ball. The interior of the Concessions Building is 16-1/2' Ft. X 22-1/2' Ft. Equipment included in the concessions building that will be available for use by the successful Proposer include a three-compartment sink, hand washing sink, and mop sink. All other food preparation and storage equipment will need to be provided by the successful Proposer.

SPECIFICATIONS / SCOPE OF SERVICES

Dates/Times of Service

The successful Proposer will be required to be open daily, Monday- Sunday, while traditional calendar schools are out for summer (TBA). In addition, the successful Proposer must be open weekends from Memorial Day weekend through Labor Day weekend. Times of operation 12:00pm-7:00pm (at a minimum) on all open days. Additional dates and/or times of operation may be requested by Meridian Parks and Recreation based on activities scheduled at the park. The successful Proposer may choose to be open during dates and times that exceed these minimums. However, hours must stay consistent through the summer. By City Code, the park closes daily at

one-half hour after sunset unless otherwise ordered or allowed by the Department Director in writing. Exceptions to the minimum dates and hours of operation may be allowed in the event of adverse weather or other prohibitive conditions.

Additional Requirements

Upon selection, the successful Proposer must:

- Have or obtain all necessary Central District Health Department permits. Provide a copy of their current liability insurance policy with the City of Meridian named as additionally insured.
- Negotiate and enter into a separate, detailed lease agreement with the City of Meridian establishing terms and conditions of operation in Julius M. Kleiner Memorial Park. This lease agreement will be for a term of **3 years with 2 additional 1 year options** unless otherwise negotiated between the successful Proposer and the City of Meridian.
- Undergo and pass a criminal background check. The cost of the successful Proposer's background check will be paid for by the City of Meridian (no more than one individual).
- If employing one or more persons to work in the concession building, provide worker's compensation insurance and require all employees to undergo a criminal background check through the City of Meridian. The successful Proposer shall not employ any person to work in the concession building whose criminal history includes any felony or misdemeanor conviction for a crime involving or related to violence, drugs or alcohol, sex crimes, theft, fraud, or moral turpitude. The cost of all employees' background checks each year will be paid for by the successful Proposer. The current cost of a background check is \$18.50.

GUIDELINES / CONTENT

To be considered responsive, proposals should address all items identified in this section. Please note: Some items require that the Proposer provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal. Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to provide the services that can best satisfy the requirements herein and the needs of the City.

Elaborate or unnecessarily lengthy documents are discouraged. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to. All requirements and requests for information in the proposal must be responded to. All requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include, experience, references, compliance to the specifications and requirements for the service provided that the City may use to award contracts to the Proposer it determines appropriate.

SUBMITTAL REQUIREMENTS (Requested Information)

- **Letter of Introduction:** Generally, please describe your business.
- **Prior Concession Experience:** Summary of Experience. Provide a summary of Proposer's direct experience, which should be a minimum of three (3) years in the past five (5) years, and qualifications managing similar operations in the Concessions field.
- **Operating Plan:** Proposer must submit an Operating Plan. All aspects of the Operating Plan, including menu, proposed fees & schedule.
- **Proposed Concession Employees:** Summary of Employees' Qualifications. Each of the Proposer(s) must provide information regarding the personnel who will participate in carrying out the terms and conditions of the Lease Agreement. In the event an individual has not been selected for a particular position at the time the proposal is submitted, a listing of the experience and qualifications that will be utilized in the selection process must be provided.
- **Proposed Product Menu:** Provide proposed product menu with proposed prices.
- **Proposed Lease Payment:** Provide proposed lease payment to operate the Concessions Bldg. located at Julius M. Kleiner Memorial Park as described in this Request For Proposals. List as a percentage of gross sales.

BASIS FOR SELECTION

This Request for Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the Proposer may be used to evaluate some of the criteria.

- a. Letter of Introduction: **(PASS / FAIL)**.
- b. Prior Concession Experience: **(40 Points)**
- c. Operating Plan: **(25 Points)**.
- d. The ability of Proposer to independently perform the Scope of Work: **(15 Points)**
- e. Proposed Product Menu with Proposed Prices: **(10 Points)**
- f. Proposed Lease Payment: **(10 Points)**

BONFIRE SUPPORT

The City uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Joy's Boys Menu (page 1)

Hawaiian Shave Ice

(Choose from 37 Flavors)

Small	\$4.00
Medium	\$5.00
Large	\$6.00

Slushies

(Choose from 37 Flavors)

16 oz cup	\$5.00
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Food

Hot Dogs	\$5.00
Corn Dogs	\$5.00
Jumbo Pretzel	\$5.00
Personal Pizza	\$5.00
Mac and Cheese	\$3.00
Nachos	\$5.00
Lunch box special	\$6.00

Drinks

Sodas	\$3.00
Italian Sodas	\$4.00
*Customized flavors	\$0.50
Sunny D	\$3.00
Capri Sun	\$2.00
Energy Drinks	\$4.00
Gatorade	\$3.00
Bottled Water	\$2.00

Snacks

Trail Mix	\$3.00
Chips	\$2.00
Jerky	\$3.00
Fruit Snacks	\$1.00
Fruit by the Foot	\$1.00
Popcorn	\$4.00
Kettle Corn Regular	\$6.00
Kettle Corn Family Size	\$10.00

Treats

Cotton Candy	\$5.00
Theatre Box Candy	\$3.00
Cookies	\$3.00
Assorted Candy	\$1.00

Ice Cream

Ice Cream Cones	\$3.00
Ice Cream Bars	\$3.00
Ice Cream Sandwiches	\$3.00
Fudge Bars	\$3.00
Creamsicles	\$3.00
Drumsticks	\$4.00
Helados	\$4.00
Mickey Mouse	\$5.00

Continued on next page...

Joy's Boys Menu (page 2)

Healthy Options

Watermelon Bowls	\$5.00
Cantaloupe Bowls	\$5.00
Honey Dew Bowls	\$5.00
Assorted Fresh Fruit	\$1.00+

Yogurt Bowls	\$5.00
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Toppings

Assorted Fruit
Granola
Coconut

Acai Bowls	\$6.00
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Toppings

Assorted Fruit
Granola
Coconut

Charcuterie Boxes	\$5.00
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Crackers
Cheese
Fruits
Meats

Sourdough Bread Slices	\$2.00
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Honey Butter
Cinnamon Butter
Fruit Jam

Food Items for Special Events

Hamburgers 1/3 lb.	\$7.00
Nachos	\$5.00
Grilled Cheese	\$5.00
Pulled Pork	\$7.00
Street Tacos	\$5.00
Birria Tacos	\$6.00
Rice Bowls	\$7.00
Scones	\$6.00
Crepes	\$6.00
Fries	\$4.00
Loaded Fries	\$6.00

Toys

Bubble Wands	\$3.00
Hula Hoops	\$3.00
Water Sprayers	\$3.00
Kites	\$3.00
Beach Balls	\$3.00
Sunscreen	\$6.00

Rentals

Bocce balls/hour	\$5.00
Volleyball/hour	\$5.00
Basketball/hour	\$5.00

Operating Plan

Operational Philosophy & Incumbent Advantage

Joy's Boys LLC has spent the last **11 years** perfecting a concessions model at Julius M. Kleiner Memorial Park that prioritizes the visitor experience, health department compliance, and maximizing revenue for the City. Having operated this stand since 2014, we offer a seamless transition with zero learning curve and a proven history of **continually increasing profitability** for the City.

Proposed Schedule (Exceeding City Minimums)

While the RFP requires minimum hours of 12:00 PM to 7:00 PM, we intend to provide significantly higher service levels to meet the needs of park patrons.

- **Daily Summer Hours:** 10:00 AM to 9:00 PM (Monday through Sunday).
- **Expanded Season:** We will open for weekends starting **Easter weekend** and continue through the end of **September**, extending the service window beyond the required Memorial Day to Labor Day timeframe.
- **Reliability:** Hours will remain consistent throughout the summer season to provide a dependable resource for families, daycares, and event attendees.

Menu Innovation and Diversity (50+ Items)

Our menu has evolved to include over 50 items, balancing traditional favorites with new healthy and artisan options.

- **New Healthy Offerings:** To support active park users, we have added fresh-cut watermelon bowls, assorted fruit, and yogurt cups with a choice of toppings.
- **Artisan & Specialty Snacks:** We are expanding our menu to include charcuterie boxes, giant pretzels, and thick-sliced sourdough bread with toppings such as whipped butter or jam.
- **Protected Best-Sellers:** We prioritize the "best-selling" items protected by the City from outside competition to maximize shared revenue. These include:
 - **Hawaiian Shave Ice & Slushies:** 37 authentic island flavors.
 - **Soft Serve Ice Cream:** Prepared on-site using commercial equipment.
 - **Frozen Treats:** A wide variety including fudge bars, orange cream bars, helados, drumsticks, Mickey Mouse ice cream, star bars, and ice cream sandwiches

- **Affordability:** Joy's Boys provides a wide variety of menu items at diverse price points to ensure accessibility for all park patrons, including families, local daycares, and recent immigrants to our community. Our pricing remains focused on affordability so that no visitor walks away feeling they cannot afford a healthy snack or a special treat.

Beyond our standard menu, Joy and Roger are personally committed to creating special memories for children and adults of all financial backgrounds. In instances where a child or family is unable to pay, Joy is known for providing a small complementary treat, such as a sucker, to ensure every guest receives a warm welcome. These small acts of kindness are designed to put a smile on our customers' faces and create a lasting, positive impression of their time at Julius M. Kleiner Memorial Park. We believe this level of care fosters a more inclusive park environment, which is directly in the best interest of the City.

Advanced Equipment & Professional Infrastructure

The City provides only the physical building and three sinks. To independently perform the Scope of Work, Joy's Boys provides a full suite of **commercial-grade equipment**, including:

- **Specialty Machines:** Shave ice, slushie, soft-serve ice cream, popcorn, cotton candy, and kettle corn machines.
- **Preparation & Cooking:** Hot dog roller, commercial microwave, waffle iron, panini machine, crepe iron, soup warmers, and rice cooker.
- **Storage & Cold Chain:** Two commercial freezers, one commercial fridge, an ice maker, and a soda fountain.
- **Technology:** We utilize a modern POS system capable of processing both cash and card payments for maximum customer convenience.

Health & Sanitation

We are licensed with the **Idaho Central District Health Department** and strictly adhere to all food safety guidelines.

- **Sanitation Protocols:** All employees are required to wash their hands before beginning shifts and immediately after handling money. We mandate the use of food-grade gloves for all food handling.
- **Season Close-out:** Within seven days of the season's end, we will perform a "**Deep Clean**" of the premises.

Staffing and On-Site Leadership

- **Background Checks:** We understand and will comply with the requirement that all employees must pass a criminal background check through the City of Meridian at our expense. We will not employ anyone with a history related to violence, drugs, alcohol, or other prohibited crimes.
- **Owner-Led Training:** Before any employee is permitted to work independently, they must complete a rigorous training program personally overseen by owners Joy and Roger Patterson. This onboarding includes roleplaying for customer service, machine operation, and strict food safety protocols.
- **Scalable Staffing Levels:**
 - **Low-Traffic Days:** During slower periods, a single experienced employee who has demonstrated mastery of all operational and safety protocols may work independently.
 - **Busy Days:** On standard busy days (such as Saturdays and peak summer weekdays), we increase staffing to a minimum of two employees to meet demand and maintain cleanliness.
 - **Special Events:** For major events like Gene Kleiner Day, Kleiner Park Live, or the Meridian Fine Art Festival, we scale up to four or more employees (including Roger & Joy) to ensure efficient service.
- **Active On-Site Management:** As owner-operators, Roger and Joy Patterson are at the park every day and personally handle the daily opening and closing of the stand. On days with special events, they work the event to ensure operational efficiency and guarantee a wonderful experience for every customer.

Proactive Park Stewardship

Our 13-year partnership with Meridian Parks has taught us to be the "eyes and ears" of Kleiner Park.

- **Maintenance:** We proactively report maintenance needs such as malfunctioning sprinklers to prevent flooding, restroom supply issues, garbage collection, and sanitation concerns.
- **Safety:** We communicate broken playground equipment, plugged splashpad issues, and other concerning issues like broken glass to ensure safety.
- **Security:** We maintain a direct relationship with the Meridian Police, reporting vandalism, drug related activities, and suspicious behavior to keep the park a safe environment for all park goers

Prior Concession Experience

40+ Years Total Experience

Joy's Boys LLC brings a level of site-specific expertise and community partnership that is unmatched in the Treasure Valley. With **over 40 years of combined experience** in food service and concessions, our leadership has spent the last **11 consecutive years** successfully managing the Julius M. Kleiner Memorial Park concessions.

Incumbent Experience: Julius M. Kleiner Memorial Park (2014–Present)

As the current operator, we have a proven performance record of managing the exact "size and type of work" required by this RFP. Our 11-year tenure at this site provides the City of Meridian with **operational stability and a zero-learning curve.**

- **Continual Revenue Growth:** Since taking over operations in 2014, we have successfully turned around a location that previously lost money, **continually increasing annual profitability and the shared revenue** returned to the City of Meridian.
- **Site-Specific Investment:** We have reinvested profits into **commercial-grade equipment** specifically for this building (including industrial freezers, high-capacity shave ice machines, and specialty concession equipment), allowing us to offer a menu of **over 50 items** that meets the diverse needs of park patrons.
- **Workforce Development:** We have hired and mentored over **40 local youth specifically for the Kleiner location**, teaching them essential skills in food safety, financial integrity, and professional customer service.
- **Expert Management of High-Demand Events:** We have demonstrated a consistent ability to manage the park's busiest days, including major independent vendor events such as Potato Days, Art Spark, the Idaho Island Festival, Mexican Independence Day, Adjustapalooza, and the Capital Community Egg Hunt. Other high-demand events include various car shows like the Treasure Valley Mustang and Ford Club's Saturday in the Park, Valley Corvette's Vette Fest, and the Bus Pilots Association Family Reunion Volkswagon Car Show.

Broad Industry Expertise (40+ Years)

Our experience extends far beyond the park boundaries, demonstrating our food and concession expertise.

- **Regional Event Management:** We have a 40-year history of working concessions at landmark events including the **Meridian 4th of July Celebration at Storey Park, Rib Fest, the Basque Festival, the Western Idaho Fair, Jim's Upholstery Car Show, and several school carnivals.**

- **Large-Scale Catering:** We have successfully managed food planning and execution for large-scale events with **400+ guests**, demonstrating our ability to scale operations rapidly without sacrificing safety or quality.
- **Specialized Concessions:** Since 2011, we have owned and operated multiple **Shave Ice/Concession stands** across the Treasure Valley and a **custom-built Kettle Corn trailer** that remains a staple at Sparklight Movie Night at Settlers Park.

Professional References

The following references can verify our history of excellence and our ability to independently perform the Scope of Work:

Scott Christensen
(208) 866-4219

Greg Lake
(208) 921-8601

Vaughn Wilkes
(208) 863-2014



Proposed Concession Employees

Owner/Operator – Professional Background

Joy Patterson – Owner/Operator

Joy Patterson is a lifelong Treasure Valley resident and co-owner of Joy's Boys, bringing a strong foundation in food preparation from her time as a 4H member and leader and multi-year Home Economics Student of the Year. She leads staff scheduling, organizes interviews, oversees hiring and training, and teaches employees the importance of accurate cashier operations and customer-focused service. Known for her passion for cooking, baking, and creating signature sweets like homemade cookies, Joy channels that care into high-quality concession offerings.

Joy progressed from early customer-facing roles—where she was Employee of the Year for her college employer—to Vice President of a local bank, where she developed an operations manual and mastered procedures and cash-handling standards. Her previous hands-on work includes operating multiple shave ice stands across the Treasure Valley. With her bubbly personality, compassion for children and the elderly (including caring for her aging parents), and service mindset—highlighted by Volunteer of the Year at a local elementary school and past president of her church's children's organization—Joy fosters warm, meaningful interactions that make the concession stand a community favorite.

Roger Patterson – Owner/Operator

Roger Patterson is a lifelong Idaho resident raised on a farm in South Meridian, where he helped operate both the family farm and a family hardware store, developing a strong work ethic and practical small-business skills. As co-owner of Joy's Boys, a concession and catering business licensed with Central District Health Department, he has operated the Kleiner Park concession stand for the past 11 years, overseeing day-to-day operations, accounting, inventory, and cash management. He has hired and trained more than 150 youth employees, emphasizing food safety, accurate cash handling, and positive customer service.

Roger brings proven experience providing concessions at large regional events such as the Meridian 4th of July Celebration at Storey Park, Rib Fest, the Basque Festival, Jim's Upholstery Car Show, and several school carnivals. Previously, he managed a real estate office of more than 65 agents and staff, served as president of the local Multiple Listing Service and Board of Realtors, and earned both Realtor of the Year and a distinguished service award. A Spanish-speaking former church missionary, active youth coach, community volunteer organizing blood drives, and father of five boys, Roger is dedicated to creating safe, welcoming, and efficient concession service for local families.

Kleiner Park Concession Stand Staffing Model

Staffing Model and Scalability

Based on our historical experience with operating Kleiner Park's concessions for the last 11 years, we have developed a flexible staffing plan that adjusts to the park's dynamic traffic and peak hours:

- **Standard Days:** Typically staffed with two professionals. During verified "slow" periods, a single highly experienced employee may work independently.
- **Special Events:** For major events, festivals, and concerts, we plan to scale up to 4 personnel to handle the increased demand.

Active On-Site Management

As owner-operators, Roger and Joy Patterson are at the park daily, personally opening and closing the stand. During special events, they are on-site to keep operations running smoothly and ensure an excellent experience for every customer.

Planned Staffing

Team Member	Role	Experience	Qualifications
Joy Patterson	Supervisor (Owner)	40+ years (11 years at Kleiner)	Management, scheduling, customer service, concession operations, etc.
Roger Patterson	Supervisor (Owner)	40+ years (11 years at Kleiner)	Management, accounting, purchasing, customer service, training, payroll, equipment maintenance, etc.
Riley P. (returning employee)	Experienced Staff	14+ years	Previous food service, cashier experience, customer service, etc.
Sam F. (returning employee)	Experienced Staff	3+ years	Previous food service, cashier experience, customer service, etc.
Tia R. (returning employee)	Experienced Staff	1+ year	Previous food service, cashier experience, customer service, etc.
To be filled	New Staff	0-1 years	Completed training on food and safety protocols, basic math proficiency, and strong communication skills.
To be filled	New Staff	0-1 years	Completed training on food and safety protocols, basic math proficiency, and strong communication skills.

Hiring Methodology

Hiring and Qualification Standards

Throughout our history, we have hired and mentored over **150 local employees**, including **40 specifically for the Kleiner Park location**. We pride ourselves on identifying reliable, friendly, and teachable individuals who reflect the values of the City of Meridian. Our selection criteria include:

- **Compliance:** All potential hires must undergo and pass a criminal background check through the City of Meridian. We strictly adhere to the City's policy of not employing any individual with a history of violence, drugs, alcohol, sex crimes, theft, or fraud. Employees must be of legal age and authorized to work in the United States.
- **Character and Reliability:** Candidates must demonstrate positivity, friendliness, and a neat/clean appearance during the interview process.
- **Core Skills:** Knowledge of food and safety protocols, basic math proficiency for accurate money handling, and strong communication skills for interacting with the public.

Job Application

Potential employees are expected to complete the following questions included in our job application.

1. Why did you choose to apply for this job?
2. What does good customer service mean to you?
3. What are some examples of qualities or skills that set you apart?
4. How do you respond to stressful situations?
5. How many hours a week are you looking for?
6. What days and hours can you work?
7. Will your availability stated above change within the next few months?
8. Give us 3 references and their phone numbers.
9. Please list a brief job history. Include supervisors' names, dates employed, phone numbers, and reason for leaving.

Staff Training

Owner-Led Training Program

No employee is permitted to work independently until they have completed a comprehensive training program overseen personally by Joy and Roger Patterson. This onboarding includes roleplaying and practical mastery of:

- **Sanitation & Food Safety:** Mandatory hand-washing before shifts and after handling money, and the consistent use of food-grade gloves.
- **Regulatory Compliance:** Understanding of **Idaho Central District Health** guidelines and our internal safety manuals.
- **Technical Operations:** Expert operation of specialty equipment (shave ice machines, soft serve machines, commercial microwave, etc.).
- **Financial Integrity:** Professional use of our POS system for transparent tracking of cash and card transactions.
- **Customer Excellence:** Importance of good customer service interactions and importance of creating fun and special memories for families.