

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

This LEASE AGREEMENT for CONCESSIONS OPERATIONS AT JULIUS M. KLEINER MEMORIAL PARK ("Lease") 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 Joys 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 ____ day of _____, 2021. In this Lease, 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 (hereinafter "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 Lease (collectively referred to hereinafter as "Rent") and the performance of the other covenants, conditions and agreements in this Lease 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 A*. 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 Lease 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 Lease 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 enumerated in the Request for Proposals, attached hereto as *Exhibit A*. 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, 2023, 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, 2025, 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 Lease.
- V. Responsibilities of Tenant.** With regard to Tenant's use and occupancy of the Lease Premises under this Lease, 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 Payment Schedule set forth in *Exhibit B* 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 Lease term or earlier termination of the Lease, 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 Lease 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 Lease, 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 Lease 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 Lease, unless Landlord consents in writing to accept such assignment or sublease as a whole or partial novation. Notwithstanding the foregoing, any transfer of this Lease 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 lease 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 lease 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 Lease ceases due to early termination due to damage or destruction as 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 Lease. 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 Lease. 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 Lease 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 C* 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 C*, which insurance Tenant shall provide. 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 Lease, 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. **Notices.** All notices to be provided under this Agreement shall be in writing and addressed as follows:
- Tenant: Joys Boys LLC
Attn: Roger Patterson

Landlord: 734 Wickham Fen Way
Boise, Idaho 83709
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.

- C. **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 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 Lease.
- D. **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 Lease 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.
- E. **No waiver.** Landlord's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Lease 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 Lease, 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.

- F. **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.
- G. **Mediation.** Any disputes between the Parties in connection with the rights and obligations under this Lease, 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.
- H. **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.
- I. **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.
- J. **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.
- K. **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 Lease have been made to Tenant. In entering into this Lease, 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:

JOYS BOYS LLC


Roger Patterson

LANDLORD:

CITY OF MERIDIAN:

ATTEST:

BY:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

EXHIBIT A

REQUEST FOR PROPOSALS

**Meridian Parks and Recreation Department
2021-2023 Julius M. Kleiner Memorial Park Concessions Building
Request for Proposals**

Scope of Work

Meridian Parks and Recreation is seeking proposals for vendors to provide seasonal concessions services in the Julius M. Kleiner Memorial Park concessions building. To be considered, complete proposals must be submitted to the Meridian Parks and Recreation Department office by **5:00pm on Wednesday, January 13, 2021**. Proposals may be mailed, faxed, or submitted in person. For any questions, contact Garrett White at the Meridian Parks and Recreation Department.

Meridian Parks and Recreation Department
33 E. Broadway Ave. Suite 206
Meridian, ID 83642
Phone: 888-3579
Fax: 898-5501
E-Mail: gwhite@meridiacity.org

Pre-proposal On-Site Conference:
MANDATORY ☐ YES
 ☒ NO

Monday, December 14th at 4:00pm
Meet at the Concessions Building
See Map on Attachment A

Questions Deadline: Wednesday, December 16th by 5:00pm
Addendum: Monday, December 21st by 5:00pm
Proposal Due Date: Wednesday, January 13th, 2021 by 5:00pm

A. Evaluation Criteria. Proposals received will be evaluated utilizing the following criteria and point values: Product menu and proposed prices (25); proposed lease payment (25); references and experience in similar operations (50). Proposals containing false information will not be considered. Potential vendors 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 will not be considered.

B. Julius M. Kleiner Memorial Park Concessions Building. 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 15th – September 15th annually in an effort to protect what's typically the best-selling product at the

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concessions stand. The selected concessionaire may not set up booths or an area outside the concessions buildings 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 ½' x 22 ½'. 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.

C. 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.

D. 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** 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.

Vendor Information

Vendor Name: _____

Vendor SSN: _____ State of Idaho Resale Number: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-Mail: _____ Fax: _____

Vendor Proposal

Please answer the following questions with as much detail as possible. Attach additional pages if needed.

1. List the products you propose to offer for sale as well as the proposed prices.

2. State your proposed lease payment to operate the concession stand at Julius M. Kleiner Memorial Park as described above. List as a percentage of gross sales.

3. Describe your experience in managing comparable operations.

4. List three (3) references who can attest to your quality of product and service.

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Relationship</u>
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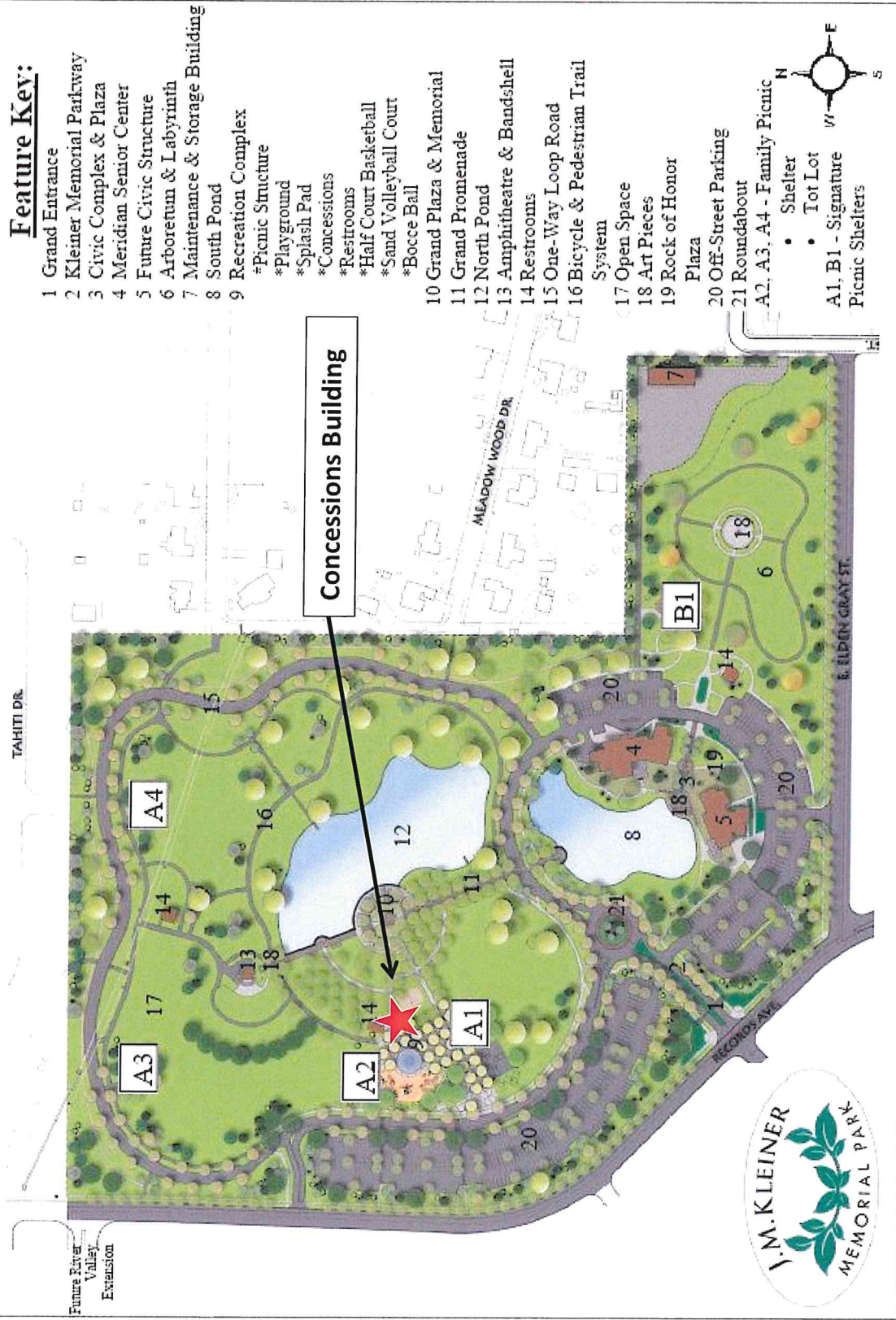
5. Disclose any and all criminal convictions, including withheld judgments, for felonies or misdemeanors involving or related to violence, drugs or alcohol, sex crimes, theft, fraud, or moral turpitude.

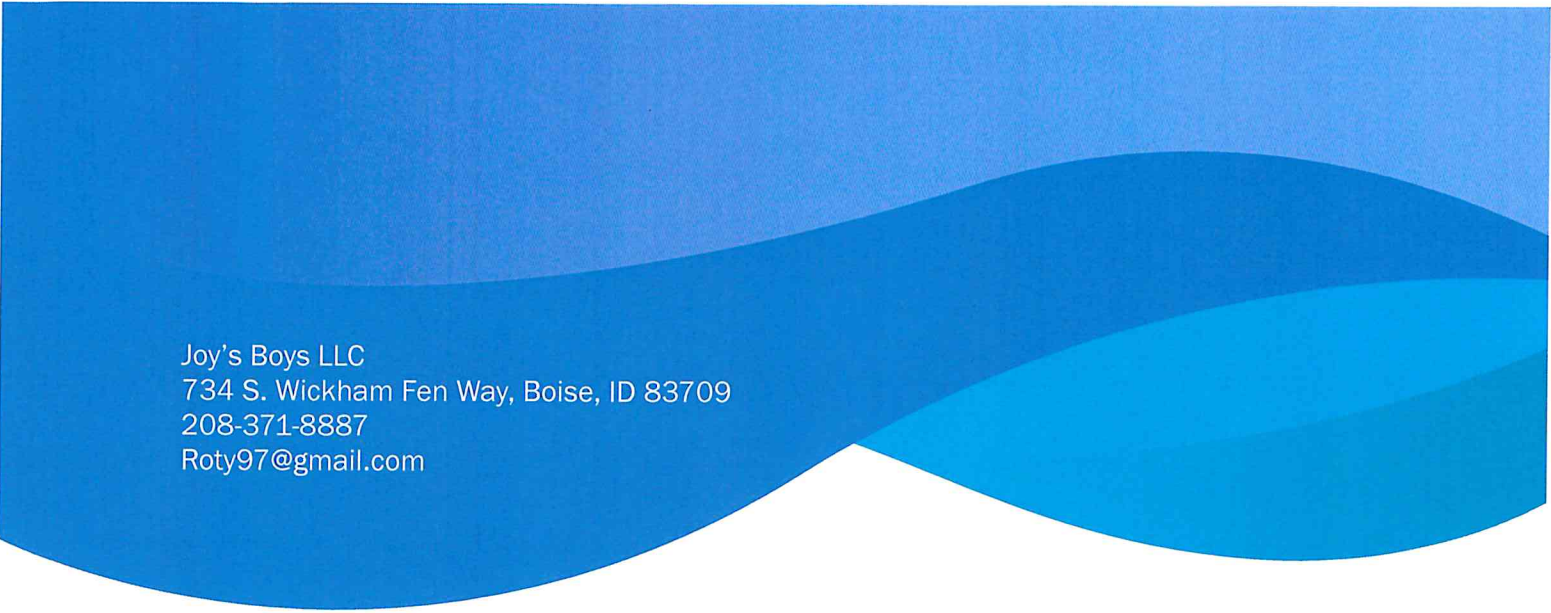
6. Include any additional information you would like to be considered in the RFP awarding process.

Attachment A
Location of Concessions Building Within Kleiner Park

JULIUS M. KLEINER MEMORIAL PARK

Revised June 2012





Joy's Boys LLC
734 S. Wickham Fen Way, Boise, ID 83709
208-371-8887
Roty97@gmail.com

City of Meridian

33 East Broadway Ave., Ste 106, Meridian, ID 83642

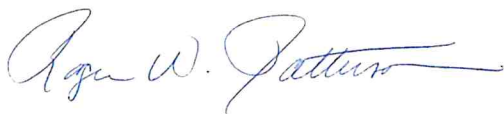
To Whom It May Concern,

Joy's Boys LLC is excited to be considered for the Julius Kleiner Park Concessions (RFP NO. PKS-2112-11250) and continue our existing relationship. Joy's Boys LLC has successfully operated the Julius Kleiner Park Concession Stand for the past 6 years. Beyond the concession stand, we have partnered with the City of Meridian for 8+ years and been involved with Friday Night Movie Nights, parades, holiday celebrations, and other community events. We love the City, employees, and people of Meridian.

Joy's Boys LLC is owned and operated by Treasure Valley natives, Joy and Roger Patterson. They have 35+ years of experience and expertise around food, events, concessions, and catering. Joy and Roger understand the importance of community and take great pride in providing positive experiences for their patrons.

As you review our proposal, we believe you will be impressed with our prior concession experience, operating plan, proposed concession employees, and proposed lease payment. We look forward to continuing to work with the City of Meridian.

Warm regards,



Joy and Roger Patterson
Joy's Boys LLC

Operating Plan

Overview

Over the last 6 years as the current operators of the Kleiner Park Concession Stand, we have developed an operating plan that has proven to be mutually beneficial for The City of Meridian, park visitors, and Joy's Boys. We have invested resources into commercial grade equipment that has expanded what offerings are available for park patrons. Beyond the products and equipment we have to offer, we also bring skills and expertise that are invaluable. The knowledge, insight, and experience we offer cannot easily be replaced or substituted.

COVID Plan

Sanitation and cleanliness have always been a top priority for Joy's Boys. We follow all of Central District Health Department's recommendations and guidelines. During the 2020 pandemic, we faced many challenges and hardships, including all events being cancelled. We stayed current with government guidelines and established protocols and procedures to ensure safety for employees and customers. We will continue to make sure the highest standards of sanitation and cleanliness are followed to keep the community safe.

Event Specific Operating Plans

Kleiner Park has many annual events that require consideration and planning beyond what is required in a normal day. With direct knowledge of the events, Joy's Boys is familiar and prepared to handle the increased traffic, demands, and staffing required. Joy and Roger Patterson make it a point to be on-site when special events take place. With our wide collection of concession and food equipment, we offer additional menu items for special events to fill any gaps not met by scheduled food vendors.

Going Above & Beyond

Joy's Boys feels a strong connection to the community and goes above and beyond the expected duties of someone running the concession stand. There have been several occasions where flooding has been prevented because Roger Patterson was willing to turn off and report malfunctioning sprinklers. They keep an eye out for safety and proactively report broken playground and park equipment.

Protecting the Park

Roger and Joy Patterson know several police officers from the park and have reported suspicious activity and crimes. They have trained employees to watch and be aware of things that are happening within the park. As an example, they have reported instances of strange adults taking pictures of children that did not belong to them. The Meridian Police have expressed gratitude and appreciation for the efforts Joy's Boys has made in keeping the park safe.

Existing Relationships

Joy's Boys has a great relationship with Meridian Park's department and the person responsible for Kleiner Park. Wade, John, and others have been great to work with in the past.

Schedule

The RFP states: *"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 RFP also states, *"The successful proposer may choose to be open during dates and times that exceed these minimums."*

We intend to exceed the stated minimums by being open daily from 10:00 AM until 9:00 PM. We also intend to exceed the minimum by being open on weekends from Easter weekend through the end of September.

Menu & Fees

Joy's Boys offers a wide variety of menu items available at a various price points. We want to have something for everyone, including those with dietary restrictions or budgetary concerns. Park patrons come from a wide variety of backgrounds. Families and daycares appreciate our prices. No customer walks away feeling like they cannot afford a healthy snack or special treat.

In addition to food items, we offer equipment rentals for bocce ball, volleyball, basketball, and soccer. We also sell sunscreen, kites, bubbles, and other items that provide families with entertainment while visiting the park.

Joy's Boys Menu (page 1)

Hawaiian Shave Ice

(Choose from 37 Flavors)

Small	\$2.00
Medium	\$3.00
Large	\$4.00

Slushies

(Choose from 37 Flavors)

16 oz cup	\$3.00
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Food

Hot Dogs	\$3.00
Corn Dogs	\$3.00
Personal Pizza	\$3.00
Mac and Cheese	\$2.00
Nachos	\$4.00
Lunch box special	\$5.00

Drinks

Sodas	\$2.00
Italian Sodas	\$3.00
Customized flavors	\$0.25
Energy Drinks	\$3.00
Gatorade	\$2.00
Bottled Water	\$1.00

Snacks

Trail Mix	\$2.00
Peanuts	\$2.00
Sunflower Seeds	\$2.00
Corn Nuts	\$2.00
Chips	\$1.00
Jerky	\$2.00
Fruit Snacks	\$1.00
Fruit by the Foot	\$1.00
Apples, Bananas, Etc.	\$2.00
Popcorn	\$2.00
Kettle Corn Regular	\$5.00
Kettle Corn Family Size	\$10.00

Treats

Cotton Candy	\$2.00
Theatre Box Candy	\$2.00
Cookies	\$2.00
Assorted Candy	\$1.00

Ice Cream

Ice Cream Cones	\$2.00
Ice Cream Bars	\$2.00
Ice Cream Sandwiches	\$2.00
Fudge Bars	\$2.00
Creamsicles	\$2.00
Drumsticks	\$3.00

Continued on next page...

Joy's Boys Menu (page 2)

Toys

Bubble Wands	\$2.00
Hula Hoops	\$2.00
Water Sprayers	\$2.00
Kites	\$2.00
Beach Balls	\$5.00
Sunscreen	\$5.00

Rentals

Bocce balls/hour	\$3.00
Volleyball/hour	\$3.00
Basketball/hour	\$3.00

Food Items for Special Events

Hamburgers ¼ lb.	\$4.00
Nachos	\$4.00
Grilled Cheese	\$3.00
Pulled Pork	\$5.00
Tacos	\$2.00
Rice Bowls	\$5.00
Scones	\$5.00
Crepes	\$5.00
Fries	\$3.00
Loaded Fries	\$5.00

Prior Concession Experience

35+ Years Total Experience

Kleiner Park Concessions • 6 years

Over the last 6 years, we have developed a meaningful rapport with park patrons and built lasting relationships as we have seen families grow

- Hired approximately 30 local youth for the Kleiner location
- Continually increased profitability and shared revenue for the City of Meridian
- Reinvested profits into new commercial equipment to expand the Kleiner menu to include over 40 food items
- Provided convenient park related items such as sunscreen, swim diapers, kites, bubbles, hula-hoops, beach balls, water sprayers, etc.
- Offered various equipment rentals for park patrons to utilize Kleiner bocce ball, volleyball, and basketball courts

Community Events • 35 years

Being native to the Treasure Valley, the Patterson's have worked at countless events

- Popular events include The Western Idaho Fair, Basque Festival, Meridian 4th of July Celebration at Storey Park, Meridian Trunk-or-Treat, & Meridian Winter Lights Parade
- Concessions supplied have included cotton-candy, caramel apples, popcorn, shave ice, ice-cream, tacos, pulled pork, nachos, waffles, hot dogs, drinks, etc.
- Maintained positive relationships with event organizers

Catering, Weddings, Parties • 35 years

The Patterson's have been able to provide many unique experiences by offering their services and expertise at special events for businesses and individuals

- Successfully managed food planning and catering for large events with 400+ guests
- Has been critical in creating special memories for smaller, intimate events
- Offers a variety of options and possibilities to fit all ideas and budgets

School Events • 32 years

We take pride in working with local schools to create positive experiences and memories for children and parents

- Worked with local schools for fundraising events
- Frequently volunteers and donates profits for the improvement of local schools
- Served a variety of food and concessions depending on school requests

Shave Ice Stands • 10 years

Starting in 2011, we have extended our business and opened 7 locations in the Treasure Valley

- Hired and employed over 110 employees
- Provide workforce training to many youth; teaching them customer service, individual responsibility, and commitment
- Developed a very loyal following of customers who have traveled as far as Minnesota to enjoy our Shave Ice

Kettle Corn Trailer • 9 years

Patrons love our custom-built trailer that houses a giant kettle and provides a unique experience watching and smelling homemade kettle corn popped on site

- Can quickly produce kettle corn and capable of serving any size crowd
- Can be set up and used year round
- A popular attraction at any event, especially Friday Night Movie Nights at Settler's Park

Cool Bus • 8 years

Owner of mobile concession vehicle that can be seen at different events throughout the valley

- Set up at various school fundraising events for the West Ada School District
- Available for private events and gatherings
- Worked with multiple churches for family/community events



References

Greg Lake

208-921-8601
565 N Maybelle Pl
Star, ID 83669

Vaughn Wilkes

208-863-2014
11084 Sandhurst
Boise, ID 83709

Tanya Boyd

208-867-7322
8962 New Castle Dr
Middleton, ID 83644

Proposed Concession Employees

Overview

Throughout our years of experience, we have hired over 150 employees. Many employees have thanked us for providing them with valuable training and experience that they have been able to use to better themselves.

We have experience identifying individuals who are reliable, teachable, and understand the importance of good customer service. During the interview process, we look for people who are positive, friendly, organized, neat and clean.

Staff for the Summer of 2021 will be selected as we get closer to opening dates. We prioritize returning staff and will hire as needed. Joy's Boys will carefully screen all potential hires and will ensure background checks are completed through the City of Meridian before employment.

As owners and operators of Joy's Boys, Roger and Joy Patterson are at the park every day. They personally open and close the concession stand daily. To prevent unauthorized access, Joy and Roger are the only individuals with keys to the concession stand.

Employee Training and Expectations

Joy's Boys has high standards for their employees. Park patrons often associate concession stand employees as Meridian Park employees. As such, we expect a high level of professionalism from all individuals working in the concession stand.

We have a thorough policies and procedures manual that all new employees are expected to read, sign, and follow. The manual provides guidance on harassment, discrimination, language, drug use, workplace atmosphere, dress code, hygiene, illness, and safety.

During onboarding, employees go through a training program that involves roleplaying and instills the following:

- Food Preparation & Handling
- Customer Service
- Money Handling & Payment Processing
- Taking Orders & Counting Cash
- Making Product
- Sanitation and Cleanliness
- COVID Guidelines
- Machine Operation
- Math and Language Skills
- Dress and Grooming Expectations

General Job Qualifications

- Must be a minimum of 16 years of age or older
- Ability to work flexible schedule including weekends and some holidays
- Ability to communicate effectively with coworkers and public
- Basic working knowledge of food and beverage
- Basic math skills to accurately count and handle money
- Ability to follow directions and effectively perform work
- Willing to receive and implement feedback
- Positive attitude and neat appearance
- Must be willing to submit to drug tests
- No previous felony convictions
- Must be authorized to work in the United States

Job Application

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

Name:

Date:

Address:

Phone number:

Secondary number:

1. Why did you choose to apply for this job?
2. What does good 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 listed 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.

Proposed Lease Payment

Percentage of Gross Sales

The Kleiner Park Concession Stand Operator prior to Joy's Boys was losing money. Over the past 6 years, we have been able to turn things around and grow the business. Our commitment to reinvest our profits into new equipment and offerings have allowed our business relationship to grow and become profitable. We feel like we can continue our relationship at a rate of **16% of Gross Sales**. This rate is in line with similar operations within the Meridian Parks System.

Things to Consider

While it may be tempting to think a higher percentage of gross sales might be the best option, it is important to consider the potential revenue that a partner will bring in each season. A Concession Stand with limited items, a smaller menu, and fewer operating hours and days open does not have the same potential for the higher gross revenue that we provide.

Example

Joy's Boys		Competitor (Limited Menu & Reduced Hours)	
Total Gross Sales	\$22,000	Total Gross Sales	\$15,000
Proposed Percentage	16%	Proposed Percentage	22%
Revenue for City of Meridian	\$3,520	Revenue for City of Meridian	\$3,300

In the above example, the competitor offered a higher percentage, but actually produced a smaller return for the City of Meridian.

EXHIBIT B

PAY SCHEDULE

- A. **Amount.** Tenant pay Rent to the Landlord in the amount of sixteen percent (16%) 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 C

LIST OF LANDLORD'S FIXTURES

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