

Memorandum

TO: Gregg Mandsager, City Administrator
FROM: Richard Klimes, Director of Parks and Recreation *ML*
DATE: February 25, 2012
RE: Proposed Concession Lease Agreement

INTRODUCTION:

Please accept this memo and the attached information as a request for the Muscatine City Council to approve the proposed concession lease agreement for Kent Stein Park, the Muscatine Soccer Complex, and the Muscatine Aquatic Center.

BACKGROUND:

The parks and recreation department has concession stands for lease at Kent Stein Park, the Soccer Complex, and at the Aquatic Center. The 2011 total gross sales amounted to \$180,832.07.

On January 20, 2012, request for proposal forms were sent out to prospective concessionaires. Additionally, two (2) legal notices were placed in the Muscatine Journal. The deadline to submit a proposal was Friday, February 10, 2012 at 5:00 p.m.

We received two (2) timely submitted proposals and they are as follows:

- Happy Joe's Pizza
 - Soccer Complex = 20% gross sales net sales tax
 - Aquatic Center = 20% gross sales net sales tax
 - Kent Stein Park = 20% gross sales net sales tax
- A Guy and A Grill
 - Soccer Complex = 13% gross sales net sales tax
 - Aquatic Center = Not Interested In Location
 - Kent Stein Park = 13% gross sales net sales tax

As demonstrated above, Happy Joe's Pizza proposed 20% and requested all three (3) locations. An interview and extensive evaluation including reference checks was conducted by City Staff for the prospective concessionaire. Happy Joe's Pizza demonstrated that they have the experience, staff, equipment, and service background to perform the concession service as requested.

RECOMMENDATION/RATIONALE:

At this time, the City Staff would recommend that the City Council approve the proposed lease agreement with Happy Joe's Pizza for concession services at Kent Stein Park, the Muscatine Soccer Complex, and the Muscatine Aquatic Center.

BACKUP INFORMATION:

1. Request for Proposal
2. Happy Joe's Pizza Submittal
3. Proposed Lease Agreement
4. Sales History

Thank you for your time and attention to this matter. Please contact me if you have any questions, comments, or concerns.

Attach:

C: Matt Beatty, Program Supervisor
Nick Gow, Athletic Facilities Manager
Ashley Balluff, Happy Joe's Pizza



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 263-0241
Fax (563) 264-0750

PARKS AND RECREATION

Municipal Golf Course
Greenwood Cemetery
Parks Maintenance
Soccer Complex
Boat Harbor
Kent Stein
Recreation
Wellness
Pools

January 20, 2012

**CITY OF MUSCATINE
REQUEST FOR PROPOSAL
CONCESSION LEASE PROPOSAL**
(Muscatine Soccer Complex and/or Kent Stein Park and/or Muscatine Aquatic Center)

The City of Muscatine and the Muscatine Parks and Recreation Department is now soliciting a request for proposal regarding individuals and/or organizations that are interested in providing concession services at the Muscatine Soccer Complex and/or Kent Stein Park and/or at the Muscatine Aquatic Center.

Enclosed you will find the following information:

A concession proposal form that must be filled out completely and returned by the due date of Friday, February 10, 2012, at 5:00pm., and the past revenue results for the current concession stands.

If you or your organization is interested in submitting a proposal for one or all of the listed facilities, please fill out the attached proposal form and return it in a sealed envelope clearly marked "concession proposal" to Muscatine Parks and Recreation Department, 215 Sycamore St., Muscatine, IA 52761 by the deadline of Friday, February 10, 2012, at 5:00pm. Late proposals will be returned unopened.

As this is a request for proposal and not a bid, the proposals will be evaluated on: concession food service experience, ability to provide additional concession equipment as needed, completeness of proposal, highest percentage of gross sales proposed to the City, ability to provide staff as needed, and experience in working with the public.

Thank you for your interest. If you have any questions or concerns or if you wish to have a tour of the concession stands please contact the Muscatine Parks and Recreation Department at (563)263-0241. The deadline to submit a proposal is Friday, February 10, 2012 at 5:00pm.

**CITY OF MUSCATINE
CONCESSION LEASE PROPOSAL**

Proposals are now being accepted for individual(s) interested in obtaining the concession agreement for Kent Stein Park and/or the Muscatine Soccer Complex and/or the Muscatine Aquatic Center.

Proposals must be received in the Parks and Recreation Department office by 5:00pm on Friday, February 10, 2012.

Individual(s) submitting proposals should be aware of the following:

Proposals are for Kent Stein Park and/or the Muscatine Soccer Complex and/or the Muscatine Aquatic Center.

The successful proposer could be awarded up to a five (5) year contract with the understanding as per item #20 of the concession agreement that the City reserves the right to terminate this agreement if the terms and conditions of the concession agreement are not performed.

Exclusive concession sales rights in Kent Stein Park, the Muscatine Soccer Complex and the Muscatine Aquatic Center except as provided for in the agreement.

Must obtain all necessary licenses and permits.

May need to provide some concession equipment.

A minimum of \$1,000,000 general liability and \$2,000,000 aggregate insurance is required.

The financial arrangements will be based on gross sales net the sales tax returned to the City.

Must have the ability to provide an additional concession trailer and beverage/snack carts as needed.

Must have experience in concession operations or food service.

Must have the ability to provide a food service grill as needed.

Expected to provide acceptable credit references.

For a proposal form and additional information contact: Muscatine Parks and Recreation Department, 215 Sycamore, Muscatine, IA 52761 at (563)263-0241.

2012 Kent Stein Park and/or the Muscatine Soccer Complex and/or
the Muscatine Aquatic Center
Concession Proposal Form

Name _____ Address _____

Telephone _____ (h) _____

(b) _____

Proposer Qualifications

A. Concession or food service experience: _____

B. Concession equipment that you will or could provide: _____

C. Can you obtain a minimum of \$1,000,000 general liability and \$2,000,000 aggregate insurance with the City named as additional insured: Yes No

D. Can you provide the following specialty equipment:
1. Concession trailer or unit? Yes No
2. Beverage/snack carts? Yes No
3. A grill? Yes No
4. Do you understand that grills, carts and trailers will be required on a frequent and consistent basis? Yes No

E. Are you interested in one, two or all three locations, please specify.

F. What percentage (%) of your gross sales net the sales tax would you pay to the City:

Kent Stein Park _____ % Soccer Complex _____ % Aquatic Center _____ %

PLEASE NOTE: The City of Muscatine requests a minimum of 20% commission on gross sales net the 7% sales tax. Proposals with a lower percentage or a flat dollar amount will still be considered.

G. Have you reviewed the past contract?: Yes No
(Please contact the Parks and Recreation Department to go over the contract.)

Are there any provisions that you feel you cannot comply with or that you have questions on? _____

H. Please list sample menu items, services, proposed prices, etc. (attach additional page as needed):

I. Can you provide additional staff for large or multiple events and tournament as you could have exclusive rights to provide concession services in Kent Stein Park, the Muscatine Soccer Complex and the Muscatine Aquatic Center?

J. Please list all partners and/or sub-contractors completely by name, business name, phone number and address.

K. What term or length of contract are you interested in? _____

L. Please provide three (3) business references that the City of Muscatine may contact:

2012 Kent Stein Park and/or the Muscatine Soccer Complex and/or
the Muscatine Aquatic Center
Concession Proposal Form

Name

Happy Joe's Pizza

Address

203 Lake Park Blvd, Muscatine
927 Grandview Ave, Muscatine

Telephone

563-263-5233 -North (h)

563-263-1320 -South (b)

Proposer Qualifications

A. Concession or food service experience: Two local businesses in Muscatine for over 35 years. Experience in outside concession sales and delivery service. Well Known in the community.

B. Concession equipment that you will or could provide: Concession Unit/Tent, Beverage Cart/Cooler, Grill, Food Warmer, Steamtable, Freezers, Coolers

C. Can you obtain a minimum of \$1,000,000 general liability and \$2,000,000 aggregate insurance with the City named as additional insured: X Yes No

D. Can you provide the following specialty equipment:

1. Concession trailer or unit? X Yes No

2. Beverage/snack carts? X Yes No

3. A grill? X Yes No

4. Do you understand that grills, carts and trailers will be required on a frequent and consistent basis? X Yes No

E. Are you interested in one, two or all three locations, please specify.

All

F. What percentage (%) of your gross sales net the sales tax would you pay to the City:

Kent Stein Park 20 % Soccer Complex 20 % Aquatic Center 20 %

PLEASE NOTE: The City of Muscatine requests a minimum of 20% commission on gross sales net the 7% sales tax. Proposals with a lower percentage or a flat dollar amount will still be considered.

G. Have you reviewed the past contract?: Yes No
(Please contact the Parks and Recreation Department to go over the contract.)

Are there any provisions that you feel you cannot comply with or that you have questions on?

H. Please list sample menu items, services, proposed prices, etc. (attach additional page as needed):

Pizza Slices	\$3.00	Sodas	\$1.20
Walking Tacos	\$4.00	Juices	2.00
Hot Dogs	\$2.00	Ice Cream, etc	\$1.20
Hamburgers	\$4.00	Candy	\$1.25 - 2.00
Nachos	\$2.30	Chips	\$1.00
Ham Sand	\$3.00	Cinnamon Rolls	\$2.00
Popcorn	\$1.00		

I. Can you provide additional staff for large or multiple events and tournament as you could have exclusive rights to provide concession services in Kent Stein Park, the Muscatine Soccer Complex and the Muscatine Aquatic Center?

Yes

J. Please list all partners and/or sub-contractors completely by name, business name, phone number and address.

K. What term or length of contract are you interested in? 2 yr

L. Please provide three (3) business references that the City of Muscatine may contact:

Sprause Distributing Inc. 503-243-9077
Vanguard Distributing Corp - 503-391-7777
Central State Bank - 503-213-3144

Muscatine Parks and Recreation Department
Concession Revenues 2000-2011

	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>	
April 2000	\$5,115.40	\$1,023.08	\$4,369.90	\$873.98	-	\$9,485.30	\$1,897.06	
May 2000	\$5,189.05	\$1,037.81	\$8,969.75	\$1,793.95	-	\$14,158.80	\$2,831.76	
June 2000	\$15,073.25	\$3,014.65	\$14,047.50	\$2,809.50	-	\$29,120.75	\$5,824.15	
July 2000	\$2,351.00	\$470.20	\$14,736.45	\$2,947.29	-	\$17,087.45	\$3,417.49	
August 2000	\$6,246.10	\$1,249.22	\$0.00	\$0.00	-	\$6,246.10	\$1,249.22	
September 2000	\$2,371.65	\$474.33	\$0.00	\$0.00	-	\$2,371.65	\$474.33	
October 2000	\$6,140.30	\$1,228.06	\$0.00	\$0.00	-	\$6,140.30	\$1,228.06	
Total	\$42,486.75	\$8,497.35	\$42,123.60	\$8,424.72	-	\$84,610.35	\$16,922.07	
	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>	
April 2001	\$9,227.25	\$1,845.45	\$4,958.70	\$991.74	-	\$14,185.95	\$2,837.19	
May 2001	\$4,225.60	\$789.83	\$10,839.30	\$2,026.04	-	\$15,064.90	\$2,815.87	
June 2001	\$17,007.90	\$3,179.05	\$12,413.80	\$2,320.33	-	\$29,421.70	\$5,499.38	
July 2001	\$0.00	\$0.00	\$13,073.63	\$2,443.67	-	\$13,073.63	\$2,443.67	
August 2001	\$6,148.00	\$1,149.15	\$45.00	\$8.41	-	\$6,193.00	\$1,157.56	
September 2001	\$3,040.30	\$568.28	\$1,147.50	\$214.49	-	\$4,187.80	\$782.77	
October 2001	\$1,896.25	\$354.45	\$709.75	\$132.66	-	\$2,606.00	\$487.11	
Total	\$41,545.30	\$7,886.21	\$43,187.68	\$8,137.34	-	\$84,732.98	\$16,023.55	
	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>	
April 2002	\$4,574.25	\$855.00	\$533.00	\$99.63	-	\$5,107.25	\$954.63	
May 2002	\$6,347.00	\$1,269.42	\$9,059.86	\$1,811.98	-	\$15,406.86	\$3,081.40	
June 2002	\$16,468.45	\$3,078.22	\$13,528.70	\$2,528.73	-	\$29,997.15	\$5,606.95	
July 2002	\$0.00	\$0.00	\$13,310.65	\$2,487.97	-	\$13,310.65	\$2,487.97	
August 2002	\$6,579.40	\$1,229.80	\$0.00	\$0.00	-	\$6,579.40	\$1,229.80	
September 2002	\$3,274.05	\$611.97	\$6,464.05	\$1,208.24	-	\$9,738.10	\$1,820.21	
October 2002	\$4,707.40	\$879.89	\$0.00	\$0.00	-	\$4,707.40	\$879.89	
Total	\$41,950.55	\$7,924.30	\$42,896.26	\$8,136.55	-	\$84,846.81	\$16,060.85	
	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>	
April 2003	\$6,878.80	\$1,285.76	\$7,363.65	\$1,376.38	-	\$14,242.45	\$2,662.14	
May 2003	\$5,906.45	\$1,104.01	\$8,387.05	\$1,567.67	-	\$14,293.50	\$2,671.68	
June 2003	\$20,228.75	\$3,781.08	\$16,261.35	\$3,039.50	-	\$36,490.10	\$6,820.58	
July 2003	\$1,261.75	\$235.85	\$14,085.50	\$2,632.81	-	\$15,347.25	\$2,868.66	
August 2003	\$5,463.60	\$1,021.24	\$0.00	\$0.00	-	\$5,463.60	\$1,021.24	
September 2003	\$1,093.35	\$204.37	\$1,842.70	\$344.43	-	\$2,936.05	\$548.80	
October 2003	\$2,324.20	\$434.43	\$0.00	\$0.00	-	\$2,324.20	\$434.43	
Total	\$43,156.90	\$8,066.74	\$47,940.25	\$8,960.79	-	\$91,097.15	\$17,027.53	
	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>	
April 2004	\$5,628.60	\$1,052.07	\$5,075.75	\$948.75	-	\$10,704.35	\$2,000.82	
May 2004	\$4,995.15	\$933.67	\$11,894.65	\$2,223.30	-	\$16,889.80	\$3,156.97	
June 2004	\$19,507.50	\$3,646.26	\$17,300.15	\$3,233.67	\$22,736.05	\$4,249.73	\$59,543.70	\$11,129.66
July 2004	\$0.00	\$0.00	\$9,833.50	\$1,838.04	\$14,565.28	\$2,722.48	\$24,398.78	\$4,560.52
August 2004	\$6,086.35	\$1,137.64	\$0.00	\$0.00	\$3,367.85	\$629.51	\$9,454.20	\$1,767.15
September 2004	\$3,211.25	\$600.24	\$3,796.75	\$709.68	\$200.25	\$37.43	\$7,208.25	\$1,347.35
October 2004	\$1,359.25	\$254.07	\$0.00	\$0.00	\$0.00	\$0.00	\$1,359.25	\$254.07
Total	\$40,788.10	\$7,623.95	\$47,900.80	\$8,953.44	\$40,869.43	\$7,639.15	\$129,558.33	\$24,216.54

Muscatine Parks and Recreation Department
Concession Revenues 2000-2011

	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>		<u>Total</u>	<u>City %</u>
April 2005	\$7,108.50	\$1,328.68	\$3,137.00	\$586.36	-	-	\$10,245.50	\$1,915.04
May 2005	\$4,444.50	\$830.75	\$13,891.85	\$2,479.06	\$1,579.50	\$295.24	\$19,915.85	\$3,605.05
June 2005	\$16,287.45	\$3,044.39	\$27,029.50	\$5,052.24	\$25,249.00	\$4,719.44	\$68,565.95	\$12,816.07
July 2005	\$110.25	\$20.60	\$12,262.00	\$2,291.96	\$17,472.70	\$3,265.92	\$29,844.95	\$5,578.48
August 2005	\$7,669.78	\$1,433.61	\$0.00	\$0.00	\$8,304.65	\$1,552.27	\$15,974.43	\$2,985.88
September 2005	\$4,062.25	\$759.30	\$3,950.05	\$738.33	\$614.21	\$114.81	\$8,626.51	\$1,612.44
October 2005	\$1,960.00	\$366.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,960.00	\$366.35
Total	\$41,642.73	\$7,783.68	\$60,270.40	\$11,147.95	\$53,220.06	\$9,947.68	\$155,133.19	\$28,879.31

	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>		<u>Total</u>	<u>City %</u>
March 2006	\$42.75	\$7.99	\$0.00	\$0.00	\$0.00	\$0.00	\$42.75	\$7.99
April 2006	\$7,264.50	\$1,357.83	\$3,007.25	\$562.11	\$0.00	\$0.00	\$10,271.75	\$1,919.94
May 2006	\$5,469.25	\$1,022.29	\$10,014.50	\$1,871.87	\$3,365.76	\$629.11	\$18,849.51	\$3,523.27
June 2006	\$16,672.76	\$3,116.38	\$30,642.25	\$5,727.54	\$17,790.53	\$3,325.34	\$65,105.54	\$12,169.26
July 2006	\$0.00	\$0.00	\$14,072.50	\$2,630.38	\$20,188.50	\$3,773.54	\$34,261.00	\$6,403.92
August 2006	\$6,849.00	\$1,280.16	\$64.00	\$11.96	\$6,638.60	\$1,240.84	\$13,551.60	\$2,532.96
September 2006	\$3,312.00	\$619.07	\$5,991.75	\$1,119.95	\$18.50	\$3.46	\$9,322.25	\$1,742.48
October 2006	\$1,202.95	\$224.85	\$259.95	\$48.59	\$0.00	\$0.00	\$1,462.90	\$273.44
Total	\$40,813.21	\$7,628.57	\$64,052.20	\$11,972.40	\$48,001.89	\$8,972.29	\$152,867.30	\$28,573.26

	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>		<u>Total</u>	<u>City %</u>
March 2007	\$1,584.25	\$296.12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,584.25	\$296.12
April 2007	\$6,027.00	\$1,126.53	\$5,928.02	\$1,108.04	\$0.00	\$0.00	\$11,955.02	\$2,234.57
May 2007	\$5,234.74	\$978.47	\$18,630.24	\$3,482.28	\$0.00	\$0.00	\$23,864.98	\$4,460.75
June 2007	\$13,082.60	\$2,445.35	\$20,900.00	\$3,906.54	\$19,811.69	\$3,703.11	\$53,794.29	\$10,055.00
July 2007	\$0.00	\$0.00	\$9,928.00	\$1,855.71	\$17,519.82	\$3,274.71	\$27,447.82	\$5,130.42
August 2007	\$5,590.06	\$1,044.87	\$18.50	\$3.46	\$8,562.25	\$1,600.43	\$14,170.81	\$2,648.76
September 2007	\$8,036.25	\$1,502.11	\$5,113.75	\$955.84	\$977.75	\$182.76	\$14,127.75	\$2,640.71
October 2007	\$3,041.61	\$607.82	\$15.00	\$2.80	\$0.00	\$0.00	\$3,056.61	\$610.62
Total	\$42,596.51	\$8,001.27	\$60,533.51	\$11,314.67	\$46,871.51	\$8,761.01	\$150,001.53	\$28,076.95

	<u>Soccer Complex</u>		<u>Kent Stein Park</u>		<u>Aquatic Center</u>		<u>Total</u>	<u>City %</u>
March 2008	\$488.50	\$91.31	\$333.75	\$62.38	\$0.00	\$0.00	\$822.25	\$153.69
April 2008	\$2,517.50	\$470.57	\$3,132.00	\$585.42	\$0.00	\$0.00	\$5,649.50	\$1,055.99
May 2008	\$6,958.15	\$1,300.59	\$13,840.60	\$2,587.01	\$2,539.32	\$474.64	\$23,338.07	\$4,362.24
June 2008	\$18,005.80	\$3,365.57	\$26,090.00	\$4,876.64	\$17,716.12	\$3,311.41	\$61,811.92	\$11,553.62
July 2008	\$1,430.25	\$267.34	\$11,730.25	\$2,192.57	\$19,634.55	\$3,670.01	\$32,795.05	\$6,129.92
August 2008	\$5,315.71	\$993.59	\$280.07	\$52.35	\$10,587.22	\$1,978.92	\$16,183.00	\$3,024.86
September 2008	\$4,965.50	\$928.13	\$5,085.50	\$950.56	\$588.00	\$109.91	\$10,639.00	\$1,988.60
October 2008	\$3,643.50	\$681.04	\$0.00	\$0.00	\$0.00	\$0.00	\$3,643.50	\$681.04
November 2008	\$216.00	\$40.38	\$0.00	\$0.00	\$0.00	\$0.00	\$216.00	\$40.38
Total	\$43,540.91	\$8,138.52	\$60,492.17	\$11,306.93	\$51,065.21	\$9,544.89	\$155,098.29	\$28,990.34

Muscatine Parks and Recreation Department
Concession Revenues 2000-2011

	<u>Soccer Complex</u>	<u>Kent Stein Park</u>	<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>
March 2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
April 2009	\$9,472.25	\$1,770.54	\$2,647.00	\$494.77	\$0.00
May 2009	\$6,785.25	\$1,268.27	\$16,172.00	\$3,022.81	\$0.00
June 2009	\$18,096.80	\$3,382.58	\$27,622.09	\$5,163.02	\$2,323.75
July 2009	\$180.75	\$33.78	\$10,687.50	\$1,997.67	\$434.34
August 2009	\$11,565.50	\$2,161.78	\$3,418.00	\$638.88	\$16,628.75
September 2009	\$4,682.75	\$875.28	\$0.00	\$0.00	\$3,108.18
October 2009	\$3,387.00	\$633.07	\$0.00	\$0.00	\$2,131.30
November 2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$54,170.30	\$10,125.30	\$60,546.59	\$11,317.15	\$38,520.75
				\$7,200.11	\$153,237.64
					\$28,642.56

	<u>Soccer Complex</u>	<u>Kent Stein Park</u>	<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>
March 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
April 2010	\$9,872.25	\$1,845.28	\$1,912.77	\$357.53	\$0.00
May 2010	\$7,178.77	\$1,341.82	\$14,215.03	\$2,657.02	\$0.00
June 2010	\$19,907.06	\$3,720.95	\$20,922.73	\$3,910.81	\$2,371.51
July 2010	\$4,414.50	\$825.14	\$11,111.75	\$2,076.96	\$443.28
August 2010	\$7,762.50	\$1,450.93	\$5,916.75	\$1,105.94	\$16,919.75
September 2010	\$4,640.25	\$867.34	\$0.00	\$0.00	\$17,481.93
October 2010	\$3,005.50	\$561.78	\$0.00	\$0.00	\$3,162.58
November 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$2,267.64
Total	\$56,780.83	\$10,613.24	\$54,079.03	\$10,108.26	\$8,391.25
				\$1,568.45	\$22,070.50
					\$4,721.25
					\$882.48
					\$33,008.18
					\$6,169.74
					\$22,210.55
					\$11,785.02
					\$2,202.81
					\$4,442.12
					\$10,794.34
					\$29,178.59

	<u>Soccer Complex</u>	<u>Kent Stein Park</u>	<u>Aquatic Center</u>	<u>Total</u>	<u>City %</u>
March 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
April 2011	\$6,358.00	\$1,188.42	\$3,648.76	\$682.01	\$0.00
May 2011	\$6,715.75	\$1,255.27	\$15,667.23	\$2,928.45	\$0.00
June 2011	\$25,338.77	\$4,736.23	\$30,769.95	\$5,751.38	\$1,905.00
July 2011	\$5,393.25	\$1,008.08	\$14,042.50	\$2,624.76	\$356.07
August 2011	\$8,274.05	\$1,546.55	\$6,782.00	\$1,267.67	\$14,143.71
September 2011	\$4,752.50	\$888.33	\$0.00	\$0.00	\$2,643.69
October 2011	\$3,855.25	\$720.62	\$0.00	\$0.00	\$70,252.43
November 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$13,131.30
Total	\$60,687.57	\$11,343.50	\$70,910.44	\$13,254.27	\$8,227.85
				\$1,547.86	\$44,223.60
					\$23,337.05
					\$4,362.08
					\$24,287.98
					\$10,006.76
					\$1,870.43
					\$910.11
					\$720.62
					\$3,855.25
					\$0.00
					\$0.00
					\$33,800.40

.CONCESSION AGREEMENT
Muscatine Aquatic Center, Soccer Complex and Kent Stein Park

It is hereby agreed by and between the City of Muscatine, Iowa hereinafter referred to as City, and Happy Joes Pizza, Muscatine, IA hereinafter referred to as Lessee, as follows:

1. That the City hereby leases to the Lessee the Concession Buildings and rights for food and drink concession at the Muscatine Soccer Complex, Kent Stein Park and the Muscatine Aquatic Center located in the City of Muscatine, Iowa for the period from March 2, 2012 to November 30, 2012 and March 1, 2013 to November 30, 2013.
2. That the Lessee at all times indicated herein shall furnish food and drink over-the-counter or through vending machines to adequately serve the public that may be using the concession buildings and agrees that at all times during the period of this contract Lessee will maintain sufficient equipment and merchandise to adequately serve the public in said concession buildings.
3. The Lessee, in consideration of the leasing of said concession areas, agrees to pay to the City a minimum of 20% of the gross receipts (total sales net of applicable sales tax) from sales at Kent Stein Park, the Muscatine Soccer Complex and the Muscatine Aquatic Center. Lessee shall no later than the tenth (10th) day of each month following any sales, report to the City the total sales for the preceding calendar month and pay the percentage due for such month. Sales are to be reported by facility, by day, on a form provided by the City of agreed to by the City.

The Lessee shall enter all sales into cash registers provided by the City and offer receipts to all concession customers. All cash register tapes are to be retained by the Lessee throughout the term of this agreement and are to be made available to the City upon request. The register tapes are to include a notation as to the facility and the date of the sales. The sales totals on the register tapes should reconcile to the amounts reported on the monthly sales report. Over-rings, if any, on the register tapes should be noted as such with the signature of the individual responsible next to the incorrect entry, and the register totals manually revised with the change(s). Any cashier overages should be noted on the tapes and overages will be subject to the commission rate noted above. Cashier shortages, if any, are the responsibility of the Lessee and are subject to the commission rate.

All cash register tapes are to be submitted to the City with the monthly sales report for review by the City. These tapes will be returned to the Lessee to retain throughout the term of this agreement.

The Lessee will also make available on request, copies of the Lessee's quarterly sales tax reports or other evidence supporting the total sales reported. The City shall have the right to examine the accounting records of the Lessee from time to time and the Lessee agrees to promptly produce said accounting records at the request of the City.

4. That the Lessee agrees to obtain all necessary licenses, permits, and certificates, as

required by Federal law, State law, or local Ordinance, at Lessee's expense.

5. That the Lessee agrees to assume full and absolute responsibility for, and to defend, hold harmless and indemnify, the City and its Officers, Employees, and Agents, for any and all claims, damages and losses in any way resulting from the maintenance, operation, or use of the food concession equipment, leased area or buildings covered by this agreement. Such responsibility includes, but is not limited to, losses from the consumption or otherwise of food items; physical damage to property owned by the City, the Lessee, the Lessee's employees, or private individuals; and any and all consequential and economic damages.

Prior to the effective date of the lease, the Lessee shall file a certificate of insurance with the City, with the right of fifteen (15) day notice of cancellation, naming the City as additional insured. The Lessee shall purchase liability insurance in the amount of at least one million (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage claims and shall include product liability.

6. That all items, quantities and prices must be standard for the trade and a complete listing must be provided to the City. The listing and subsequent changes must be approved in writing by the Director of Parks and Recreation of the City. The Lessee must conform to the rules, regulations and ordinances of the City of Muscatine and agrees not to sell or have in said concession any alcoholic beverages or tobacco products.
7. The Lessee agrees to keep all food, equipment, and food service areas in a clean and sanitary condition, according to all appropriate food handling regulations. The City and other authorized sanitary inspectors shall have the right to enter and inspect the premises at any time. Any directives by authorized inspectors of the City shall be complied with immediately. Any violation which is the subject of a written corrective notice, which has not been rectified within seventy-two (72) hours, shall be cause for immediate cancellation of this agreement by the City.
8. That the Lessee agrees to observe all laws of the State of Iowa, all Ordinances of the City of Muscatine, Iowa, and all Federal laws applicable to Lessee on said premises.
9. That the Lessee agrees not to assign this agreement or sublet the premises without the expressed written consent of the City.
10. That the City will furnish the buildings and in-place equipment to the Lessee as is during the lease period. The Lessee must clean the concession area and in-place equipment during the use periods of this contract. The buildings and all food equipment shall be cleaned and all food removed within five (5) days after closing for the season each year.
11. That the Lessee may not make permanent changes or improvements to the leased

premises without the expressed written consent of the City, and said improvement shall become the property of the City upon termination of this agreement without further compensation to the Lessee.

12. That the Lessee shall be responsible for any utility payments and charges which become necessary in the operation of the premises covered by this agreement.
13. That the lessee agrees to keep the concession buildings and surrounding grounds for fifty (50) feet around on all sides of the concession buildings free of debris, papers and trash at all times.
14. That the Lessee agrees to keep said concession buildings open during periods of activity and hours mutually agreed upon. The Parks and Recreation Department office will inform the Lessee of additional scheduled activities. All activities are subject to weather and elements.
15. That the Lessee shall have exclusive concession sales privileges for the Muscatine Soccer Complex, Kent Stein Park and the Muscatine Aquatic Center with the exception of special events which have been or will be approved by the City.
16. That the City shall supply to the Lessee a First Aid Kit which the Lessee shall make available to users of said facilities in the event of injury.
17. That upon failure to pay the monies agreed upon herein, or to comply with any of the stipulations or conditions of this agreement by the said Lessee, the City may elect to declare forfeiture of this agreement and may take possession of the premises within seven (7) days notice at any time and may bring action for forcible entry and detainer as allowed by Law for recovery of possession. Failure of the City to declare the forfeiture of this agreement shall not operate as a waiver of any noncompliance.
18. That the City shall have a lien for all costs, as herein described at any time remaining unpaid upon any and all property of the Lessee, used or kept on or above said premises, during the existence of this agreement whether or not such property is exempt from execution and attachment. No demand for the monies herein described shall be necessary to entitle the City to the right herein agreed upon.
19. The Lessee agrees to pay nine (9) percent per annum on all past due monies payable under this agreement, and pay all reasonable expenses and attorney's fees connected with the enforcement of the provisions of this agreement with which the Lessee has failed to comply.
20. That the City or Lessee may terminate this agreement by providing written notice of said termination to the other at least thirty (30) days prior to the date of termination. The City reserves the right to terminate this agreement within seven (7) calendar days written notice if the Lessee does not perform the terms and conditions of this agreement.

21. That the Lessee shall not permit any of the following practices:

- a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
 - b. To discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.
 - c. To discriminate against any individual in the performance of any obligation or the extension of services under this contract because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

22. Prior to November 30, 2013, the date the completion of this agreement period, said Lessee and City agree to enter good faith negotiations for an extension and/or adjustment of the terms and conditions to be mutually agreed upon by said Lessee and City.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS _____ DAY OF

The City of Muscatine, Iowa

MAYOR:

CITY CLERK:

LESSEE: Happy Joes Pizza

BY: _____

Address

City **State** **Zip**