



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this 9<sup>th</sup> day of April, 2018 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Texas Food Company hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised for Contractors to furnish all labor, tools, supplies, equipment, materials, and everything necessary and required to provide the Services described by the Contract Documents and known as Concessionaire Services for Lincoln Park Stadium and/or Lincoln Park Pool Facilities 4517-18-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Services specified in accordance with the Contract Documents. Initial contract term shall be cover the 2018, 2019, and 2020 calendar years. The awarded Contractor and the Owner agree that this contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for two (2) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Scope of Services, attached;

c. Negotiated terms, per letter dated April 5, 2018

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to provide the Services associated with, described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

### Contract Price and Payment Procedures:

- Lincoln Park Stadium: The Concessionaire shall pay all training fees, license fees, assessments, taxes and deductions resulting from the Concessionaire's performance of its obligations under this Contract, including but not limited to all retail sales taxes on the products and services provided by the Concessionaire.

The fee amount is Twenty Percent (20%) of the gross sales after taxes. Payments shall be due not later than the 7th day of the month following the month of calculation. Concessionaire shall submit fee payments to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

The Owner reserves the right to re-negotiate the fees as is in the best interest of the Owner if/and when the contract extension option is negotiated.

- Lincoln Park Pool Facility: Sales Rate Fees: The fee to be paid to the City shall be a flat rate annual fee of \$6,000. No percentage of gross sales fees shall be charged to the Concessionaire.

Payment: Concessionaire or Caterer shall submit fee payments of \$2,000 per month due on the following dates: June 15, 2018, July 15, 2018, August 15, 2018, June 15, 2019, July 15, 2019, and August 15, 2019. Payments shall be submitted to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO no later than the end of business, on the last day of each month. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

## ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may

only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

By:   
\_\_\_\_\_  
Duane Hoff Jr., Senior Buyer

4/10/18  
\_\_\_\_\_  
Date

**Texas Food Company**

By:   
\_\_\_\_\_  
Brent Miller

4/10/18  
\_\_\_\_\_  
Date



# Scope of Services

## Lincoln Park Stadium

- 4.1. General/Background:** The general scope of services requires a contract with a concessionaire or caterer with extensive background and experience in the concessions and food handling industry as well as with extensive knowledge of the Mesa County Health Department's regulations and standards.

For the past nine years, Two Rivers Convention Center has provided concession service operations at Suplizio Field and Stocker Stadium; however, a private sector concessionaire is now desired to provide these services. Suplizio Field and Stocker Stadium are athletic venues and host nearly year-round athletic activities and special events. Events include School District 51 football, track, and baseball, Colorado Mesa University football, baseball and track, and several other large events, such as graduations, band competitions, and youth football championship games. Large events with several thousand attendees include JUCO baseball games, some high school football games, graduations, and special attendance events for CMU Baseball.

Events normally begin in February (baseball) and traditionally conclude in November (football). Neither venue has regular hours of operation, rather the selected concessionaire is required to provide services during all events. Concessionaire is expected to work very closely with major user groups and Owner staff to determine staffing levels, product mix, and pricing to meet financial and customer service goals. Concessionaire must utilize the newly constructed north and south concession stands located in between the stadiums. In addition, a mobile catering unit will be available on the west side of Stocker Stadium for events requiring additional services.

The Stocker Stadium/Suplizio Field concession area includes two separate areas of operation. The Grill (North area) is 574 square feet and includes major equipment such as a 2 x 3 foot grill, two compartment fryer, steam warmer, a 7 x 7 foot walk-in refrigerator, popcorn machine, and an ice machine. The Pizza Grill (South area) is 574 square feet and includes major equipment such as a two-tier pizza oven, cold prep station, steam warmer, popcorn machine, ice machine, and a 7 x 7 foot walk-in refrigerator.

- 4.2. Special Conditions/Provisions:**

**4.2.1 Menus:** The Concessionaire shall plan and prepare menus in consultation and cooperation with the Parks & Recreation Director, and in accordance with the Owner's specifications. Quantities, portions, and prices of all food items and beverages for concession and vending services shall be subject to prior approval by the Owner. Only foods and beverages which are of the highest quality, in the opinion of the Owner, shall be purchased and served by the Concessionaire.

**4.2.2 Signature Item/Dish:** The Concessionaire shall have at least one signature item/dish on their proposed menu. This item(s) shall be unique and differentiate the concessionaire from others.

**4.2.3 Food and Beverage Pricing:** As a matter of general policy, prices of food and beverage commodities, products and/or articles sold by the Concessionaire pursuant to this Contract shall not be higher than those charged at comparable restaurants, bars, snack stand facilities, hotels, stadiums, convention centers, arenas, etc., for the same quality merchandise and services within this geographical area of Western Colorado. Prices must be posted on the menu boards.

**4.2.4 Scheduling:** The Owner will give the Concessionaire advance notice of the nature of scheduled activities events and functions and such information as is available regarding the probable attendance at each such activity or event when possible. Please view **Appendix A** that shows the events and data for the 2013 events. Every reasonable effort will be made by the Owner to notify the Concessionaire of the cancellation or reschedule of a previously scheduled activity, event or function to which due notice has been given the Owner. The Concessionaire shall be held accountable for furnishing full and adequate service, as determined by the Owner for the full period of time required for any activity, event or function for which the Owner has provided notice to the Concessionaire. All such private functions shall be scheduled with and approved by the Parks & Recreation Director or his designee.

**4.2.5 Service Level:** The selected concessionaire must attend and provide service at all Owner scheduled events. A "Basic" and an "Expanded" level of service may be provided, depending on the event.

**4.2.6 Alcohol:** Alcohol shall not be sold by Concessionaire. The liquor license is held by the Owner; therefore, any event requiring alcohol sales will be managed by the Owner. Coordination within the concession stands and storage areas will be required for these special occasions and will be handled on a case by case basis.

**4.2.7 Equipment Repair/Replacement:** The Owner will provide certain equipment to the Concessionaire for its use in performing its obligations under this Contract (See **Appendix B**). The Concessionaire shall acknowledge that it has inspected said equipment prior to execution of the Contract documents and that said equipment is in good condition and repair and is acceptable. The Concessionaire is responsible for maintaining said equipment in good condition and repair. The Concessionaire shall, at its expense, repair or replace any of said equipment that is damaged during its operations under this Contract. Said equipment shall not be removed from premises by the Concessionaire without the written approval of the Owner. At the termination of this Contract the Concessionaire shall return said equipment in the same condition as existed at the inception of this Contract, except for normal wear and tear, and will reimburse the Owner for any of said equipment that is damaged or missing on the basis of replacement.

**4.2.8 Optional Equipment:** The Concessionaire shall provide any and all optional equipment and utensils necessary to conduct its operations and perform its obligations under this Contract. The Concessionaire shall maintain, at its expense, such equipment in good condition and repair. The Concessionaire shall, at its expense, repair or replace said equipment that is damaged during its operation under this Contract. The Concessionaire shall be responsible for any damage to its equipment during its operation under and/or term of this Contract. The Concessionaire shall provide the Owner with an inventory of the equipment it shall use prior to the commencement of its concession, and vending services and sales. Said inventory shall be updated and kept current by the Concessionaire.

**4.2.9 Mobile Unit:** The Owner will make available to the selected concessionaire, a mobile unit on the west side of Stocker Stadium for events requiring additional services. Concessionaire provided mobile units shall only be used with prior Owner approval and shall not be sub-contracted through the concessionaire.

**4.2.10 Maintenance:** The Concessionaire shall maintain, at all times, the concession stands, prep kitchen, assigned storage areas, and all related equipment, fixtures, paraphernalia, material, utensils and other miscellaneous items therein, in a clean, sanitary and operable condition. It is understood the Concessionaire shall comply with all applicable health and sanitation laws and regulations as well as permit and facilitate inspection of its food and beverage service operation under this Contract by the Owner, its representatives and by authorized public authorities.

**4.2.11 Waste:** The Concessionaire must not discharge grease into the drains and must keep grease in containers for disposal by the Concessionaire. If the Concessionaire fails to comply with this provision, any cost charge or expense incurred in opening, cleaning and/or repairing drains for such discharge will be paid by the Concessionaire. The Concessionaire shall transport all waste materials, including grease, from the kitchens, storage areas and food and beverage preparation/service areas to waste receptacles at the garbage pick-up areas. Such removal shall be made during and after each activity, event, or function and all trash handling costs shall be borne by the Concessionaire.

**4.2.12 Uniforms:** The selected concessionaire and its employees shall wear clean, identifiable, and appropriate uniforms. (Uniforms may consist of, but are not limited to; name tags, badges, logoed shirts/hats, etc.) Proposed uniforms shall be approved by the Owner prior to initial service being performed by the concessionaire.

**4.2.13 Inspections:** The Owner reserves the right to perform inspection(s) of facilities, service and/or product(s) at any time, for the duration of this contract.

**4.2.14 Pepsi Contract:** Due to a separate contract between the Owner and Pepsi, all Pepsi Products and Beverage related Paper Goods to be sold under



this contract shall be purchased by the selected concessionaire, from the local Pepsi Plant.

**4.2.15 Concessionaire shall submit the following to the Parks and Recreation Project Manager:**

- A. Copy of City Sales Tax License (Concessionaires are responsible for collecting sales tax and reporting it to City of Grand Junction, Mesa County, and Colorado Dept. of Revenue).
- B. Copy of menu, including proposed pricing.
- C. Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services.
- D. A copy of Mesa County Health Department License. ([Concessionaire Application Form](#).) For questions about requirements or obtaining a Mesa County Health Department License, please contact Monique Mull at 970-248-6962.
- E. Certificate of Insurance.

**4.2.17 Code of Conduct:**

- Unruly or threatening behavior or verbal abuse will not be tolerated.
- Tobacco use is strictly prohibited on park grounds.
- Intoxication is strictly prohibited while working as a concessionaire with the City of Grand Junction.
- Appropriate dress attire is required from each concessionaire and their employees.

**NOTE: ANY VIOLATION(S) OF THESE "REQUIREMENTS", "RULES AND REGULATIONS", OR "CODE OF CONDUCT" MAY SUBJECT THE CONCESSIONAIRE TO IMMEDIATE TERMINATION OF CONTRACT AND IMMEDIATE DISMISSAL FROM THE EVENT BEING SERVICED. CONCESSIONAIRE MAY ALSO BE PROHIBITED FROM APPLYING FOR FUTURE EVENTS.**

**4.2.18 Security:** The Owner assumes no responsibility for the security of items on display or personal items.

**4.2.19** Concessionaires are responsible for the delivery, handling, take down and removal displays, advertising material, and mobile unit (if Owner approved) and the like from the grounds.

**4.2.20 Food Quality:** Foods and products provided shall be of the highest quality, freshest stock. Where applicable, items shall be of top grade quality unless otherwise specified or an agreed upon substitution.

**4.2.21 Right to Audit:** The Concessionaire shall maintain such financial records and other records as may be prescribed by the City of Grand Junction or by applicable federal and state laws, rules, and regulations. The concessionaire or caterer shall retain these records for a period of five years after final payment, or until they are audited by the Owner, whichever event occurs first. These records shall be made available during the term of the contract and the

subsequent five-year period for examination, transcription, and audit by the Owner, its designees, or other authorized bodies.

**4.2.22 MSDS (OSHA Form 20):** In compliance with the Occupational Safety and Health Act (OSHA) Hazardous-Material Amendment, OSHA 1910.1200. The Owner requires **material safety data sheets** on all potentially hazardous materials utilized within Owner operations. Therefore, delivery of products subject to the aforementioned laws and regulations will not be accepted unless accompanied by a satisfactorily completed OSHA-20 Materials Safety Data Sheet, or approved equivalent.

**4.2.23 Outside Food:** Outside food and beverages shall be allowed at all events for the duration of this contract.

**4.2.24 Point of Sale System:** The Owner owns a comprehensive point of sale system (POS) to track sales and labor at Suplizio Field and Stocker Stadium. Four terminals are located in the concession stand (two in each stand). All sales must be run through this system, including bulk entry of sales at the mobile unit (when applicable). Two menu boards are also operational (one in each stand) to advertise menu items and pricing. Owner staff will be responsible for inputting all menu items, pricing, and labor into the system. Owner staff will assist with end-user training and troubleshooting as necessary (Concessionaire shall pay separate fee for training). All information and on-going changes must be submitted to the Owner in a timely manner.

**4.2.25 Credit Card Processing:** Concessionaire will be responsible for purchasing and maintaining a separate credit card processing system.

**4.2.26 Grand Junction Rockies Baseball:** The selected concessionaire shall not provide concessions for Grand Junction Rockies baseball events during the months of June, July, August, and September. Upon conclusion of the final major event (most likely JUCO), the concessionaire shall move out of the concession stands and leave it in a fully operable and clean condition for the Rockies to take over during their season. The Grand Junction Rockies will operate the concession stand for all School District, CMU, and special events that take place during their season.

**4.2.27 Sub-Contractors:** Certain large events will necessitate use of additional Contractors to provide additional food and beverage services. The Owner reserves the right to contract with other concessionaire(s) for such events. Selection, placement, contractual agreements, and all other logistical arrangements will be the responsibility of the Owner. Additional Contractors will be chosen to provide additional variety and options for large events with the least amount of conflict and potential competition with the main concessionaire. **At no time during this contract shall the selected concessionaire hire sub-contractor(s) for services pursuant to this contract.**



- 4.3. Financial Provisions and Fees:** The Concessionaire shall pay all training fees, license fees, assessments, taxes and deductions resulting from the Concessionaire's performance of its obligations under this Contract, including but not limited to all retail sales taxes on the products and services provided by the Concessionaire.

The fee amount is Twenty Percent (20%) of the gross sales after taxes. Payments shall be due not later than the 7<sup>th</sup> day of the month following the month of calculation. Concessionaire shall submit fee payments to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

The Owner reserves the right to re-negotiate the fees as is in the best interest of the Owner if/and when the contract extension option is negotiated.

- 4.4. Exclusions:** This proposal, or subsequent contract, excludes all Grand Junction Rockies Baseball games; therefore, this contract does not include any services from approximately mid-June to mid-September (or at the conclusion of the Grand Junction Rockies Baseball season). This contract excludes all food service related to the Lincoln Park Tower Hospitality Suite. The Owner also reserves the right to sub-contract with other concessionaire(s) for large or special events such as (but not limited to) JUCO, 4<sup>th</sup> of July, and concerts.

#### End Lincoln Park Stadium

### Lincoln Park Pool Facility

- 4.5. General:** The City of Grand Junction is soliciting proposals from qualified and interested Concessionaires and Caterers to supply the labor, equipment, and supplies necessary to provide food and beverage concession services utilizing the City's concession stands, for the Lincoln Park-Moyer Pool.

Concessionaire is defined as "the owner or operator of a concession; one that operates a refreshment stand at a recreational center and pays a fixed sum and/or a percentage of revenue to the entity with the ability to assign exclusive rights for an area or facility".

The general scope of services requires a contract with a concessionaire or caterer with extensive background and experience in the concessions and food handling industry as well as with extensive knowledge of the Mesa County Health Department's regulations and standards.

- 4.6. Background:** In the past, the City has provided concession services operations at Lincoln Park-Moyer Pool. Approved Concessionaire status with the City allows for possible opportunities for private sector concessionaires to provide these services.

**Lincoln Park-Moyer Pool:** 1340 Gunnison Avenue, in Lincoln Park. Lincoln Park Moyer Pool is open each Memorial Day Weekend through Labor Day. During this time we are open seven day a week 1:30-7:30PM every day except Wednesday when our hours are 9am – 2pm, and 3pm – 7:30 pm. Our peak times are generally 1:30pm – 5:30pm. We will see approximately 50,000 swimmers a season and about 500 a day, this does vary with the weather. The pool also host several private parties some of which would need concessions, if available.

**4.7. Special Conditions/Provisions:**

**4.9.1 Alcohol:** Alcohol **shall not** be sold or supplied by any Concessionaires to any of their patrons or employees. Concessionaires and their employees **shall not** have any alcohol on site and **shall not** consume any alcohol on site and/or while providing services during events. Concessionaires and their employees **shall not have any alcohol consumption** at least 8 hours prior to providing services for an event.

**4.9.2 Code of Conduct:**

- Unruly or threatening behavior or verbal abuse will not be tolerated.
- Tobacco use is strictly prohibited on park grounds.
- Intoxication is strictly prohibited while working as a concessionaire with the City of Grand Junction.
- Appropriate dress attire is required from each concessionaire and their employees.

**NOTE: ANY VIOLATION(S) OF THESE "REQUIREMENTS", "RULES AND REGULATIONS", OR "CODE OF CONDUCT" MAY SUBJECT THE CONCESSIONAIRE TO IMMEDIATE TERMINATION OF CONTRACT AND IMMEDIATE DISMISSAL FROM THE EVENT BEING SERVICED. CONCESSIONAIRE MAY ALSO BE PROHIBITED FROM APPLYING FOR FUTURE EVENTS.**

**4.9.3 Security:** The City of Grand Junction assumes no responsibility for the security of items on display or personal items.

**4.9.4** Concessionaires are responsible for the delivery, handling, take down and removal of their booth, mobile unit, displays, advertising material and the like from the grounds.

**4.8. Specifications/Scope of Services:** Concessionaire is defined as "the owner or operator of a concession; one that operates a refreshment stand at a recreational center and pays a fixed sum and/or a percentage of revenue to the entity with the ability to assign exclusive rights for an area or facility".

Caterer is defined as "a person who, as a profession, provides food, supplies, and service at social gatherings or events".

The general scope of services requires a contract with a concessionaire or caterer with extensive background and experience in the concessions and food handling industry as well as with extensive knowledge of the Mesa County Health Department regulations and standards.



- **Lincoln Park:**

- Location: 12<sup>th</sup> Street and North Avenue

- Times: Sunday, Monday, Tuesday, Thursday, Friday, Saturday = 1:30pm – 6:30pm Wednesday = 9:00am – 2:00pm and 3:00pm – 7:30pm Some special event dates & times to be determined.

- Sales Rate Fees: The fee to be paid to the City shall be a flat rate annual fee of \$6,000. No percentage of gross sales fees shall be charged to the Concessionaire.

- Payment: Concessionaire or Caterer shall submit fee payments of \$2,000 per month due on the following dates for each year of service: June 15<sup>th</sup>, July 15<sup>th</sup>, and August 15<sup>th</sup>. Payments shall be submitted to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO no later than the end of business, on the last day of each month. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

- Concessionaire or Caterer shall track all sales & revenues and shall submit reports to the City at the end of the contract period.

- For Concession services at the Lincoln Park-Moyer Pool, Concessionaire or Caterer shall have the use of any currently existing City owned equipment. City shall not provide maintenance or replacement of any City owned equipment. Concessionaire may also bring in and use their own equipment, should they choose to. The City shall not be liable or responsible for any incidents, maintenance, replacement, loss, or theft of any Concessionaire owned equipment or supplies.

Lincoln Park Concession P&L							
Year		Personel		Operating Exp		Gross Revenue	Net Revenue
2012	projected	\$ 14,141.00		\$ 20,658.00		\$ 45,000.00	\$ 10,201.00
2011	actual	\$ 11,150.00		\$ 20,925.00		\$ 35,347.00	\$ 3,272.00
2010	actual	\$ 11,150.00		\$ 21,297.00		\$ 39,271.00	\$ 6,824.00
2009	actual	\$ 12,950.00		\$ 28,990.00		\$ 48,672.00	\$ 6,732.00
2008	actual	\$ 14,450.00		\$ 32,599.00		\$ 56,632.00	\$ 9,583.00
2007	actual	\$ 14,350.00		\$ 32,562.00		\$ 64,485.00	\$ 17,573.00
2006	actual	\$ 17,550.00		\$ 34,400.00		\$ 62,458.00	\$ 10,508.00
2005	actual	\$ 15,250.00		\$ 31,236.00		\$ 66,680.00	\$ 20,194.00

NOTE: 2011 revenues were affected greatly by weather conditions.

**4.9. Award:** The City reserves the right to split the award for this solicitation between the two proposed sites. The award(s) shall be made as deemed in the best interest of the City.



- 4.10. Food Regulations:** Offeror(s) shall ensure that all food products meet Food and Drug Administration, Department of Agriculture, and Mesa County Department of Health rules and regulations.
- 4.11. Food Quality:** Foods and products provided shall be of the highest quality, freshest stock. Where applicable, items shall be of top grade quality unless otherwise specified or an agreed upon substitution.
- 4.12. Right to Audit:** The Concessionaire(s) or Caterer(s) shall maintain such financial records and other records as may be prescribed by the City of Grand Junction or by applicable federal and state laws, rules, and regulations. The concessionaire or caterer shall retain these records for a period of five years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.
- 4.13. MSDS (OSHA Form 20):** In compliance with the Occupational Safety and Health Act (OSHA) Hazardous-Material Amendment, OSHA 1910.1200. The City of Grand Junction requires **material safety data sheets** on all potentially hazardous materials utilized within City operations. Therefore, delivery of products subject to the aforementioned laws and regulations will not be accepted unless accompanied by a satisfactorily completed OSHA-20 Materials Safety Data Sheet, or approved equivalent.

**End Lincoln Park Pool Facility**

April 5, 2018

Brent Miller  
c/o Texas Food Company  
2057 S. Broadway  
Grand Junction, CO 81503

Dear Brent,

I write regarding the Tiara Rado concession agreement. As I believe you may be aware our attorneys have corresponded about this matter and my March 13<sup>th</sup> letter to you. It is my understanding that the attorneys have agreed that you and I should talk and work things out. I am happy to do that if you are. As I expect your attorney has shared with you it is our attorney's opinion that this agreement can be terminated for convenience with 30 days' notice.<sup>1</sup> While we could argue about that (and maybe other things as well) I would, as I am sure you agree, rather not argue. Instead, as I wrote on March 13<sup>th</sup>, the City will allow you 30 days (until April 15, 2018) to wind up your Tiara Rado service under the now expired agreement. In addition, the City will offer to compensate Texas Food Company (TFC) in the amount of \$19,480.00 for miscellaneous equipment, supplies and licenses that have been acquired by TFC listed on the attached inventory in as is condition with no warranty, and pay \$7,500.00 in good will, and waive the April rent. The City agrees to pay \$26,980.00 on April 16, 2018 and may require you to sign a bill of sale for the inventory at its discretion.

It is agreed that the name, "The Rock Bar & Grill" is owned by Texas Food Company. The City agrees to no future claim or interest in this name.

In order to accept this offer please sign below and send me a copy of your signature as soon as possible. In addition, I would ask that you call me (254-3881) and we can set a mutually acceptable schedule for a walk through and arrange other necessary steps in the transition. We will need to finalize the equipment, utilities and make all other arrangements for the transition. To make the transition as seamless as possible please contact the City Clerk and start the liquor license transfer process. The City will pay the liquor license transfer application fee(s). Of course you will need to pay all vendors and sales and other taxes so that no liens, penalties or interest are owed.

As you know, the concession contract for Suplizio Field/Stocker Stadium and the Moyer Pool (Stadium Agreement) has expired and is up for renewal. If TFC is interested, the City is prepared to offer a three-year extension of the Stadium Agreement with two one-year renewal options. The City agrees to renew the existing Stadium Agreement in the form attached on or before April 16, 2018. When signed by you, the terms of this letter shall form a binding agreement regarding Tiara Rado.

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<sup>1</sup> 2.17. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation of the effective date of cancellation at least thirty days past notification.

On behalf of the City of Grand Junction thank you for work at Tiara Rado. We look forward to continuing to work with you at the Stadium and Pool in the future.

Sincerely,



Rob Schoeber, Director  
City of Grand Junction Parks and Recreation

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Accepted as written and with full authority on behalf of Texas Food Company to be bound:

Brent Miller 4-10-18

Brent Miller                      date  
Texas Food Company