



**CITY OF YUMA**

**SECOND AMENDED AND RESTATED OPERATION  
OF "THE PATIO" RESTAURANT CONCESSION AGREEMENT**

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**SECOND AMENDED AND RESTATED OPERATION  
OF “THE PATIO” RESTAURANT CONCESSION AGREEMENT**

This SECOND AMENDED AND RESTATED OPERATION OF “THE PATIO” RESTAURANT CONCESSION AGREEMENT (hereinafter the “Agreement”) is made and entered into as the \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the City of Yuma, an Arizona municipal corporation (hereinafter the “City”), Chef Alex Group, LLC, an Arizona limited liability company (hereinafter “Concessionaire”), and Chef Alex Group II, LLC, an Arizona limited liability company and Alex Trujillo, individually (hereinafter the “Guarantors”). The City, Concessionaire and Guarantors may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, the City maintains the Desert Hills Golf Course, hereinafter called “Desert Hills,” as a municipal golf course for the benefit and enjoyment of the public; and,

WHEREAS, it is the desire of the City to continue to maintain food and beverage services for the public using Desert Hills; and,

WHEREAS, it is the desire of the City to have the food and beverage services at Desert Hills operated by an entity other than the City; and,

WHEREAS, on October 31, 2018, the City and Concessionaire entered into an Amended and Restated Operation of “The Patio” Restaurant Concession Agreement (the “Initial Agreement”) to provide the food and beverage services at Desert Hills; and,

WHEREAS, it is the desire of the Parties to amend and replace the Initial Agreement with the revised terms and conditions of this Agreement; and,

NOW, THEREFORE, for and in consideration of the fees, premises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1**  
**Concession Space**

1.1 For the purposes of this Agreement, the “Concession Space” shall mean the following areas at Desert Hills located at 1245 West Desert Hills Drive, Yuma, Arizona 85365:

1.1.1 The Hills Restaurant Patio & Bar (“The Patio”) located in the Desert Hills clubhouse.

1.1.2 Desert Hills Snack Shack (“Snack Shack”) located between Desert Hills 13<sup>th</sup> Tee Concession and Hole 14.

1.1.3 Desert Hills beverage and snack golf cart service (“Beverage Cart”) providing delivery of beverages and snacks to golfers on Desert Hills.

1.1.4 The Ninth Hole Turn (“9th Turn”).

1.1.5 The Hills, Snack Shack, and Beverage Cart Concession Space areas are described in map form in Attachment “A”, which is incorporated herein by reference the same as if fully copied and set forth at length, including any improvements existing thereon, or to be made thereon, for purposes set forth herein.

1.2 The Concessionaire shall have the use of the Concession Space for the purposes of offering food, beverages, and related services to the golfers using Desert Hills and to the public who may engage Concessionaire for these services.

1.3 Concessionaire’s staff shall undergo liquor law training with an Arizona Department of Liquor approved training provider and shall maintain certificates of completion for liquor law training.

1.4 Concessionaire shall maintain a liquor license and oversee the management and staffing of alcohol sales in the Concession Spaces.

## **ARTICLE 2**

### **Concessionaire’s Use of the Concession Space**

2.1 The Concessionaire agrees to take the Concession Space for its use, subject to the terms and conditions set forth herein.

2.2 In General. Subject to other limitations expressed in this Agreement, the City grants to Concessionaire the non-exclusive right to use in common with others of the Concession Space and the right to use in common with others, the public areas and grounds of Desert Hills in conjunction with operations of its food and beverage operations (and for no other purpose).

2.3 Compliance with Applicable Law. The Concessionaire agrees to comply fully with all applicable state and federal laws and all municipal ordinances, as well as all rules and regulations, policies, and procedures adopted by the City or any of its Boards, Commissions, or Departments having jurisdiction over Desert Hills.

## **ARTICLE 3**

### **Undertakings of Concessionaire**

3.1 Service. Concessionaire agrees as follows:

3.1.1 The Concessionaire shall furnish and pay for all equipment (except as otherwise provided by City pursuant to Article 7 of this Agreement), all goods, all labor, transportation, supervision and services necessary to provide food and beverage services in accordance with this Agreement.

3.1.2 Services provided by Concessionaire shall include the maintenance of an adequate stock of food and beverage supplies, condiments, dishes, silverware, paper supplies/dispensers, salt and pepper, cups and glassware, and any kitchen utensils or bar equipment necessary to serve the demand for such items at Concession Space, and shall maintain all existing audio and visual equipment, including, but not limited to, existing televisions, speakers, receivers, and stereo equipment. City will maintain security systems.

3.1.3 Concessionaire acknowledges the desire and obligation of the City to provide the public high quality food and beverages and a high level of public service. Therefore, Concessionaire agrees to offer for sale from the Concession Space only good quality food and beverages at fair and competitive pricing, relative to comparable food and beverage operations in Yuma, Arizona.

3.1.4 Concessionaire will work with Desert Hills staff on promotions and tournaments along with revenue share to be mutually agreed upon. On those occasions, Concessionaire will be entitled to a negotiated "Plate Fee" with no charge for room rental.

3.1.5 From time to time the City may desire to hold events at the Concession Space. Concessionaire agrees to accommodate request as space is available.

3.1.6 Concessionaire shall maintain existing City employee discount of 20%.

3.2 Hours of Operation. Subject to inclement weather, the Concessionaire is required to provide daily food and beverage service at Desert Hills in the following manner:

3.2.1 At the minimum, it is required that the concession will be open for breakfast, lunch and dinner hours, seven (7) days a week, twelve (12) months a year. The desired hours of operation are from 6:00 AM to 7:00 PM and may be subject to seasonal variations. During the fall, the City over seeds the golf course and ceases golf operations; therefore, the Concessionaire is not obligated to operate during the over-seeding timeframe. In addition, the Concessionaire must provide food service in full operation 30 minutes prior to the first tee time each day. Food service must include hot food items at breakfast, lunch, and dinner daily.

3.2.2 The Snack Shack and/or Beverage Cart, at a minimum, shall provide service from 8:00 AM or the first tee-time at Desert Hills, whichever is earlier, to dusk every day Desert Hills is open.

3.3 Concessionaire shall be the provider of all food and beverage services at Desert Hills for members of the public wishing to engage Concessionaire to negotiate for Concessionaire's services and to utilize the Concession Space.

3.4 Concessionaire Personnel. Personnel providing food and beverage services at the Concession Space under this Agreement shall be employees of the Concessionaire and are not employees of the City. Concessionaire shall control the conduct and demeanor of its agents and employees in a manner that will assure a high standard of service and courtesy to the public at all times. All Concessionaire personnel, while on or about Concession Space, shall be clean, neat in appearance, and uniformly attired (with appropriate identification badge displaying no less than the Concessionaire and employee name).

3.4.1 Concessionaire shall provide the City the name, home phone and cell phone numbers of Concessionaire's designated General Manager. The General Manager or his designated representative shall be available at any time, (24) twenty-four hours per day, (7) seven-days per week, (365) three-hundred sixty-five days per year (24x7x365), if required for exceptional circumstance as determined by the City's Authorized Agent in the City's Authorized Agent's sole discretion.

3.4.2 Concessionaire and/or its General Manager agrees to maintain a current list of personnel, employees, volunteers and other representatives or agents of Concessionaire that will be working on behalf of Concessionaire in providing services to the City and public under this Agreement. Concessionaire and City acknowledge that certain services provided by Concessionaire will require employees, volunteers, and other representatives or agents of Concessionaire act in positions of trust which will entail the handling of and accounting for funds eventually becoming public monies and City property, or direct contact with youth and other members of the general public. Accordingly, Concessionaire agrees it will properly screen all of Concessionaire's employees, volunteers, and other representatives in positions of trust as described previously.

3.5 Statements, Recordkeeping and Examination. Concessionaire shall maintain complete and accurate records, including an accounting of all revenue and expenses of the Concessionaire's food and beverage operations at Desert Hills, in accordance with good accounting practice and in order to meet the financial requirements as stated herein.

3.5.1 All of Concessionaire's sales shall be recorded through the electronic cash register system, and the Concessionaire will retain the original tapes. The cash register shall be non-resettable and sufficient to supply accurate recording of all sales. All cash registers shall have a sales counter, which is visible to the public.

3.5.2 Concessionaire shall submit to City, within fifteen (15) calendar days after the end of each month, an accounting of the daily Gross Revenue receipts for that period, and at the request of City, make the supporting cash register tapes available for examination. For purposes of this Agreement, Gross Revenue includes all of Concessionaire's income from food and beverage and service sales, of whatever kind, at or through the use and/or operation of Concession Space.

3.5.3 Concessionaire shall keep full and accurate books and records showing all of its Gross Revenue receipts, including State of Arizona sales tax returns. The

Concessionaire hereby agrees that all such books and records will be made available to City at The Patio, or at City's offices upon reasonable notice, for at least a three-year period, which requirement shall survive the expiration or Termination of this Agreement.

3.5.4 Concessionaire shall use a Point of Sale ("POS") system at Concession Space.

3.6 Physical Interference. Concessionaire shall not do, nor permit to be done, anything, which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, camera/alarm system and fire hydrants and hoses, if any, installed at Concession Space or elsewhere at Desert Hills.

3.7. Taxes. Concessionaire agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, Special 2% tax, possessory interest, and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien which may be levied or charged by the Federal Government, the State, County, City of Yuma or other tax-levying body upon or with respect to the Concession Space, upon any taxable interest acquired by the Concessionaire in this Agreement, or any taxable possessory right which Concessionaire may have in or to the Concession Space or facilities or the improvements thereon, by reason of Concessionaire's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Concessionaire or taxes on Concessionaire's operations or activities in or about the Concession Space, Desert Hills and/or Civic Center. Nothing herein shall prevent Concessionaire from protesting, through due process, any taxes levied to the tax-levying body.

3.8 Licenses. Concessionaire agrees to obtain and pay for all licenses necessary in connections with its operation at the Concession Space, including, but not limited to, all County Health Department licenses and inspections, a City of Yuma business license and state liquor license.

3.8.1 Any such licenses held by Concessionaire in connection with this Agreement shall be surrendered by the Concessionaire upon termination of this Agreement.

3.8.2 Concessionaire will manage liquor sales as described in Article 1 section 1.4. The City shall maintain its Class 5 liquor license at the Civic Center and Baseball Complex.

3.9 Beverage Carts. Concessionaire shall be required to operate a minimum of one (1) beverage/food carts in order to provide food and beverage services on the grounds of Desert Hills when a sufficient number of customers are golfing, as determined by the City's Authorized Agent. Concessionaire will manage liquor sales as described in Article 1 section 1.4. Concessionaire shall use the Beverage Cart provided by City unless a substitute vehicle, provided by Concessionaire, is approved by the City's Authorized Agent in writing. Concessionaire shall immediately notify the City's Authorized Agent of any mechanical issues with beverage cart.

3.10 Off-Site Equipment Use: Concessionaire shall have use of kitchen facilities and equipment at “The Patio.” If catered event is a non-city function, Concessionaire is prohibited from removing any City owned equipment off-site without prior permission of the City’s Authorized Agent.

#### **ARTICLE 4**

##### **Term**

4.1 Initial Term. The Initial Term of this Agreement is for one (1) year and shall commence on the Effective Date and, unless terminated sooner, shall expire one year from the Effective Date.

4.2 Renewal Term. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive one-year terms (each, a “Renewal Term”) unless otherwise terminated as provided for in Article 14 of this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

4.2.1 If Concessionaire decides NOT to renew this Agreement, then Concessionaire shall provide the City written notice of its intent, not less than ninety (90) days before the end of the then current Term.

4.2.2 If the City decides NOT to renew this Agreement and wants to bid out the Desert Hills Concession Agreement, a new solicitation shall be published and such published solicitation shall constitute written notice from the City to Concessionaire of the City’s intent. Concessionaire shall have the right to compete for new solicitation of the Desert Hills Concession agreement at that time.

4.2.3 During any bidding process, Concessionaire shall faithfully execute the Concessionaire’s duties under this Agreement until such time that a new Concessionaire shall assume those duties under a new Agreement.

4.4 Holding Over. In the event that the Concessionaire, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the City shall have the sole right to determine reasonable fees for any holdover period.

#### **ARTICLE 5**

##### **Fee for Conducting Business/Audit**

5.1 All revenue generated by Concessionaire’s operation of Concession Space belongs to the Concessionaire.



5.2 Payments. Concessionaire shall pay to the City for the use of Concession Space Concession Fees on a monthly basis of six percent (6%) of Concessionaire's Gross Revenue of the previous month. Gross Revenue is defined as all revenue taken in by the Concessionaire and all associated activities, and any other revenue generated through the use of the Concession Space whether or not the actual sale or delivery or service/consumption of product takes place within the Concession Space. In addition, Gross Revenues shall also include any and all "facility fees" or other charges designed to pass along the cost of using facilities at Concession Space.

5.3 Time of Payment. Concessionaire's payment of Concession Fees shall be due and payable no later than the fifteenth (15th) day of each succeeding month thereafter during the term of this Agreement. Each payment will be accompanied by the State's monthly sales tax report and other required reports set forth and described in Article 3.5 of this Agreement.

5.4 Interest on Past Due Amounts. Concessionaire shall pay interest on any and all past due amounts at a rate of ten percent (10%) per annum from the due date until paid in full.

5.5 Place of Payment. Payment for all fees under Article 5 shall be by cashier's check, or other negotiable instrument with prior City approval, payable to the City of Yuma and shall be delivered to City of Yuma, Department of Financial Services, One City Plaza, Yuma, Arizona 85364-1436.

5.6 Overpayment/Underpayment. If it is determined, for any calendar year during the Term, that the Concessionaire, in good faith, has over or underpaid its Concession Fees obligations pursuant to this Agreement, the appropriate Party shall pay or refund the excess or underpayment, within thirty (30) days without penalty. Any changes made to amounts previously reported shall be detailed in writing and submitted to the City's Authorized Agent.

5.8 Audit. The City reserves the right to audit Concessionaire's books and records of Gross Receipts, to verify the Gross Receipts hereunder, for any period within three (3) years prior to the audit. Any additional payments found due by the audit shall forthwith be paid by Concessionaire to the City plus Interest on Past Due Amounts set forth and described in Article 5.4 of this Agreement.

5.9 Cost of Audit. If the audit confirms an additional amount due to the City and that amount exceeds (5%) five percent of the amount Concessionaire previously reported to the City, and there is no good faith or reasonable basis for the failure to report and pay thereon, then Concessionaire shall also pay the cost of the audit, otherwise the City will bear the cost of the audit.

5.10 Guarantors do hereby agree that in the event Concessionaire fails to make any payment required herein that Guarantors shall be jointly and severally liable for all amounts due under this Agreement.

5.11 It is expressly agreed and understood that this Agreement does not modify or extinguish separate obligations existing under any other agreements, as amended.

**ARTICLE 6**  
**Maintenance, Janitorial Duties and Utilities**

6.1 Concessionaire's Maintenance Obligations. Concessionaire shall be obligated, without cost to the City, to maintain the nonstructural portions of the Concession Space and restrooms, and every part thereof, including personal and trade fixtures, so that the nonstructural portions of the Concession Space remains in good appearance and repair and in safe condition. It is Concessionaire's sole responsibility to maintain, repair, replace, paint, or otherwise furnish the Concession Space (including, without limitation thereto, wall coverings, partitions, floor coverings, ceiling tiles, windows, doors, and glass, and all furnishings, fixtures, and equipment therein, whether installed by the Concessionaire or by the City) as determined necessary by the City's Authorized Agent. All of the maintenance, repairs, finishing and replacements shall be of a quality at least equal to the original in materials and workmanship and Concessionaire shall use a licensed contractor for any repairs. The City's Authorized Agent shall inspect the quality of maintenance or repairs. The City's Authorized Agent, or other designated City employee(s), may at any time and without notice, enter upon the Concession Space to determine if maintenance is being performed in accordance with this Agreement.

6.2 The City's Maintenance Obligations. The City shall maintain and repair the structural portions of the Concession Space, which include: (A) the roof, (B) the air conditioning system, (C) the vehicle parking area assigned to the Concessionaire, and (D) the exterior walls of the Concession Space structures. City may enter the Concession Space at all reasonable times to perform maintenance or to make repairs. Concessionaire and/or its insurers shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space.

6.3 Janitorial Duties. The City shall clean and sanitize the restrooms each day that the Desert Hills Golf Course is open for operations beginning at or before opening and extending to 5:00 p.m. Concessionaire shall furnish, at its sole cost and expense, all janitorial supplies necessary for cleaning and sanitizing all restrooms. After 5:00 p.m., Concessionaire shall clean and sanitize the restrooms each day and as may be required by ordinances, resolutions, statutes, good business practices, and health, sanitary and police regulations of the City of Yuma, County of Yuma, and State of Arizona. Concessionaire shall keep the entire Concession Space in clean and first class condition at all times, including, but not limited to, the cleaning of all kitchen fixtures, hoods and exhaust, refrigerators and refrigerator coils, floors, counters and tables and to provide a clean and orderly appearance for golfers and the public.

6.4 Garbage, Refuse and Recyclable Material. Concessionaire shall provide for the adequate handling and removal of all garbage and other refuse caused because of its operation of Concession Space. Concessionaire shall provide at its own expense trash and garbage containers with plastic liners in all Concession Space food service areas. All garbage and other refuse shall be dumped in Desert Hills provided dumpsters. All trash shall be sealed in appropriate trash bags before putting in the dumpster. Concessionaire acknowledges and agrees to dispose of approved recyclable materials in the recycling dumpster.

6.5 Utilities. Normal Utilities, as determined by the City and at the City's sole discretion, shall be furnished by the City, at no additional charge to Concessionaire. By entering this Agreement, Concessionaire agrees to be prudent in its Normal Utility use and acknowledges that waste of Normal Utilities will result in Normal Utility costs being shifted back to Concessionaire. For purposes of this Agreement, Normal Utilities are: electricity, gas, heat, air conditioning, hot and cold running water and ventilation. Normal Utilities DO NOT include telephone line charges or internet connection charges for either telephonic communication or processing credit card transactions. Concessionaire, and/or its insurers, shall not hold or attempt to hold the City liable for product loss or revenue/business interruption that may result from interruptions or failure of the above Normal Utilities.

6.6 Inspections. The City will inspect all areas of Concession Space on a quarterly basis to ensure The Hills area and equipment and other Concession Space areas are being maintained to the highest industry standard. Any discrepancies must be addressed by Concessionaire within three (3) working days.

## **ARTICLE 7**

### **Acceptance and Trade Fixtures**

7.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following:

7.1.1 Existing equipment for The Patio listed in Attachment "B," attached hereto and made a part hereof;

7.1.2 Lighting fixtures for general area illumination to include replacing light bulbs in all light fixtures and required lamp replacement; and

7.1.3 Heat and air conditioning.

7.2 Acceptance. On the date of commencement of this Agreement, Concessionaire shall acknowledge that it accepts the Concession Space as well as any City equipment and fixtures in "as is" condition.

7.3 Installation of Equipment and Trade Fixtures. Except for the items listed in Attachment "B" attached hereto, no equipment, trade fixtures, signs or other personal property used by Concessionaire in its business, whether or not attached to the Concession Space structure or any improvements thereon, shall be installed without prior written approval of the City's Authorized Agent.

7.4 Removal of Concessionaire Equipment, Concessionaire Trade Fixtures. Concessionaire shall have the right upon termination and within ten (10) days thereafter, to remove all Concessionaire trade fixtures, Concessionaire equipment and other Concessionaire personal property, subject to any valid claim or lien the City may have thereon for any unpaid Concession Fees or installation of equipment in lieu of Concessionaire's fees pursuant to Article 5. Any

property not so removed by Concessionaire upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

## **ARTICLE 8**

### **Damage by Concessionaire**

Concessionaire shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) days after occurrence, any damage to Concession Space, including The Hills, or to the City's property, equipment and fixtures (defined in Article 7) caused by Concessionaire, its officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary by a licensed contractor and shall be in a quality and of a class at least equal to the original. If the damage for which Concessionaire is liable is to the Concession Space, Concessionaire shall continue to be liable for all Concession Fees, even if it has been rendered untenable.

## **ARTICLE 9**

### **Total or Partial Destruction**

9.1 Concession Space or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Concession Space, The Patio, Desert Hills or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood or other casualty so as to rendered untenable or unusable as determined by the City, the City and Concessionaire shall meet and if one or both agree, the term hereby created shall cease and Concessionaire shall immediately surrender Concession Space. If the City and Concessionaire mutually elect not to terminate this Agreement, this Agreement shall continue in full force and effect and the City and/or its insurers shall repair the Concession Space structure(s), City Equipment and City Fixtures and Concessionaire, and or its insurers, shall repair and/or replace Concessionaire's trade fixtures and/or personal property installed by Concessionaire, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

9.2 Exception for Damage Caused by Concessionaire. In the event of damage caused by Concessionaire as more specifically addressed in Article 8 of this Agreement, the provisions of Article 8 shall govern in any conflict between Article 8 and Article 9.

9.3 No Claim by Concessionaire. No compensation or claim shall be made by or allowed to Concessionaire, or its insurers, by reason of any loss, inconvenience or annoyance arising from the necessity of repairing any portion of the Concession Space or Desert Hills, however the necessity may occur.

## **ARTICLE 10**

### **Indemnification**

10.1 Indemnification. To the fullest extent permitted by law, Concessionaire, and/or its insurers, shall protect, indemnify, defend, and hold the City and its officers, agents, employees,

and elected officials harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury (including economic injury) or death to any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Concessionaire's activities pursuant to this Agreement. Expressly included herein shall be all damages of an environmental nature in or about Concession Space, Desert Hills and/or the Civic Center, caused by Concessionaire, its agents, employees or contractors. This indemnification shall include the use and occupancy of the Concession Space and/or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the gross negligence or willful misconduct of the City, its officers, agents, employees, elected officials, contractors, subcontractors, licensees or invitees. The City shall give to Concessionaire reasonable notice of any such claims or actions. (The provisions of this Article shall survive the expiration or termination of this Agreement.)

10.2 Concessionaire, and/or its insurers, agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City and its officers, agents, employees and elected officials (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way connected with or arising out of this Agreement and/or arising out of construction, repair, or maintenance work hereunder, or operation of Concession Space and/or The Hills and/or any other operation contemplated under this Agreement (including but not restricted to attachments, liens and/or levies, and whether or not the claim is meritorious) made, filed and/or asserted by any party other than the Concessionaire against the City its officers, agents, employees and elected officials and/or the Concession Space or improvements thereon or part thereof, or monies owing to the City, or monies owing Concessionaire for goods and services furnished in or from the Concession Space.

10.3 Concessionaire shall give the City prompt notice of any matter covered hereby, and shall forward to the City copies of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby. Any payments made by the Concessionaire pursuant to this indemnification obligation shall be considered payments to release the City from any/all liability and any payments made by Concessionaire shall be in addition to any and all other remedies available to the City, and shall not be deemed the City's exclusive remedy.

## **ARTICLE 11**

### **Insurance**

11.1 Insurance. Upon acceptance of this Agreement, without limiting any obligations or liabilities of Concessionaire, Concessionaire shall procure, or otherwise provide, for itself, and for any of its contractors or agents, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

11.1.1 Commercial General Liability. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability and all food liability.

- General Aggregate: \$2,000,000.00
  - Products - Completed Operations Aggregate: \$1,000,000.00
  - Personal and Advertising Injury: \$1,000,000.00
  - Blanket Contractual Liability – Written and Oral: \$1,000,000.00
  - Fire Legal Liability: \$50,000.00
  - Each Occurrence: \$1,000,000.00
  - Food Liability \$1,000,000.00
- When Concessionaire obtains liquor license for the Concession Space, Concessionaire shall procure, or otherwise provide, for itself, and for any of its contractors or agents, Liquor Liability insurance in the minimum amount of \$2,000,000.00.
- The Commercial General Liability policy shall be endorsed to include the following language: “The City of Yuma, its officials, officers, employees, agents and elected officials shall be named as additional insured with respect to liability arising out of activities performed by Concessionaire.” The Commercial General Liability policy shall contain a waiver of subrogation against City, its officials, officers, employees, agents and elected officials and/or insurers for liability or losses arising out of activities performed by or on behalf of Concessionaire.

11.1.2 Business Automotive Liability. In the event automobiles are used for business purposes, Concessionaire shall obtain a policy of automobile insurance and the policy shall include bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL): \$1,000,000.00
- The Business Automotive Liability policy shall be endorsed to include the following language: “The City of Yuma, its officials, officers, employees, agents and elected officials shall be named as additional insured with respect to liability arising out of activities performed by Concessionaire.” The Commercial General Liability policy shall contain a waiver of subrogation against City, its officials, officers, employees, agents and elected officials and/or insurers for liability or losses arising out of activities performed by or on behalf of Concessionaire.

11.1.3 Workers’ Compensation and Employers’ Liability. Concessionaire shall obtain a policy of Workers’ Compensation and Employers’ Liability insurance to provide:

• Workers' Compensation:	Statutory Limits
• Employers' Liability each accident:	\$500,000.00
• Employers' Liability—Disease Each Employee:	\$500,000.00
• Employers' Liability—Policy Limit	\$1,000,000.00

- The Workers' Compensation and Employers' Liability policy shall contain a waiver of subrogation against City, its officials, officers, employees, agents and elected officials and/or insurers for liability or losses arising out of activities performed by or on behalf of Concessionaire.

11.2 The insurance requirements are minimum requirements and in no way replace or limit covenants contained herein. The City in no way warrants that the minimum limits contained herein are sufficient to protect the City and/or Concessionaire and Concessionaire is free to purchase additional insurance.

11.3 The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Concessionaire from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

11.4 Primary Insurance. Concessionaire's insurance shall be endorsed to indicate its primary, non-contributory insurance with respect to all aspects of the performance of this Agreement.

11.5 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past termination of this Agreement. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

11.6 Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, employees and elected officials for any claims arising out of the services of Concessionaire. Concessionaire shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

11.7 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Concessionaire shall be solely responsible for any such deductible or self-insured retention amount.

11.8 Concessionaire shall deliver valid Certificates of Insurance with required endorsements to the City prior to the commencement of this Agreement.

## **ARTICLE 12**

### **No Interest in Real Property**

Concessionaire agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Concessionaire any interest in real property.

## **ARTICLE 13**

### **Assignment**

Concessionaire shall not assign this Agreement, sublet or otherwise allow any person to take possession of all or any portion of the Concession Space without prior written consent of the City nor permit any transfer by operation of law of Concessionaire's interest created hereby, other than by merger or consolidation unless approved by the City.

## **ARTICLE 14**

### **Termination/Cancellation/Default**

14.1 For Convenience. This Agreement may be terminated, without cause, after receipt by either Party of ninety (90) days written notice from the terminating Party.

14.2 Termination for Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately: (A) provides written notice to the non-defaulting Party, and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by Concessionaire to the City for the undisputed portion of its fee due as of the termination date.

14.3 Default by Concessionaire. Time of payment and performance is of the essence of this Agreement. Concessionaire shall be in default under this Agreement upon the occurrence of any one or more of the following events:

14.3.1 Concessionaire's failure to pay any fee or other charge when due and within thirty (30) working days after notice from City of such nonpayment.

14.3.2 Concessionaire's failure to maintain the insurance required in Article 11.



14.3.3 Concessionaire's assignment of any right hereunder in violation of Article 13.

14.3.4 Concessionaire's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure commenced within the initial seven (7) days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

14.3.5 The filing by Concessionaire of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Concessionaire, the taking possession of all or substantially all of Concessionaire's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Concessionaire's assets and/or dismissal of such proceeding within ninety (90) days after the filing.

14.3.6 The abandonment for a period of seven (7) days by Concessionaire of the conduct of its services and operations during the season from the beginning of April through the end of September, or for a period of fourteen (14) days during the October through March off-season.

14.3.7 The assignment by Concessionaire of its assets for the benefit of creditors.

14.3.8 The death of the Concessionaire.

14.4 City's Remedies on Concessionaire's Default:

14.4.1 In the event of a default by Concessionaire, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Concessionaire. In the alternative, the City may elect to keep the Agreement in force and work with Concessionaire to cure the default. If this Agreement is terminated, the City shall have the right to take possession of the Concession Space at the time of default. Concessionaire's liability to the City for damages and rent shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property by legal action or by self-help with the use of reasonable force without liability for damages.

14.4.2 Following re-entry or abandonment, the City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but the City shall not be required to make such arrangement for any use or purpose.

14.5 Rights and Remedies Reserved. It is understood and agreed that any rights and

remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

## **ARTICLE 15**

### **Miscellaneous Provisions**

15.1 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release Concessionaire from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

15.3 Relationship of the Parties. It is expressly understood and agreed by and between the Parties hereto that the Concessionaire is, and shall be, an independent operator responsible to the public and City for its acts and omissions associated with its operations pursuant to this Agreement, and that City shall in no way be responsible therefore. Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the City and Concessionaire.

15.4 Gratuities. The City may, by written notice to Concessionaire, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by Concessionaire or any agent or representative of Concessionaire to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from Concessionaire an amount equal to 150% of the gratuity.

15.5 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other Party to the Agreement in any capacity or a provider to any other Party of the Agreement with respect to the subject matter of the Agreement.

15.6 E-verify Requirements. To the extent applicable under Arizona Revised Statutes (“A.R.S.”) § 41-4401, the Concessionaire and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) (“Immigration Warranty”). Concessionaire’s or its subcontractor’s failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Concessionaire to penalties up to and including termination of this Agreement at the sole discretion of the City.

15.6.1 The City retains the legal right to inspect the papers of all Concessionaire personnel who provide services under this Agreement to ensure that Concessionaire or its subcontractors are complying with the Immigration Warranty. Concessionaire agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of Concessionaire and any subcontractor to ensure compliance with the Immigration Warranty. Concessionaire assist the City in regard to any random verification performed.

15.6.2 Neither Concessionaire nor any subcontractor will be deemed to have materially breached the Concessionaire Immigration Warranty if Concessionaire or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

15.7 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Concessionaire’s performance of its obligations is applicable only to the particular transaction to which it relates, and is not applicable to any other obligations or transactions.

15.8 Limitations of Use. Concessionaire shall not use, or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Concessionaire permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space, Desert Hills and/or Civic Center.

15.9 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.10 No Third-Party Benefits. No provision contained in or incorporated by this Agreement shall create or give to third-parties any claim, or right of action, against City, or the Concessionaire, beyond that which may legally exist in the absence of any such provision.

15.11 Construction of Agreement. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

15.12 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns, if any.

15.13 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

15.14 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

15.15 This Agreement, which is the entire Agreement between the parties hereto, supersedes all prior Agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto, except as expressly incorporated herein.

15.16 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City of the Concessionaire in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

15.17 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Concessionaire shall remove all of its property from Concession Space and surrender entire possession of its rights at Concession Space, and/or Desert Hills to City and its improvements in accordance with Article 7 and Article 14 above, unless this Agreement is renewed or replaced.

15.18 City Authorized Agent. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City's Authorized Agent who is: City of Yuma P.

15.19 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

To Concessionaire/Guarantors: Alex Trujillo  
Chef Alex Group, LLC  
600 S. 5<sup>th</sup> Ave.  
Yuma, Arizona 85364

To the City: City Administrator  
City of Yuma  
One City Plaza  
Yuma, Arizona 85364-1436

With a Copy to: Director of Parks & Recreation  
City of Yuma  
One City Plaza  
Yuma, Arizona 85364-1436

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.20 Exhibits. Whenever reference is made in this Agreement to an Attachment, unless otherwise specifically expressed to the contrary, such Attachment or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

15.21 Force Majeure. Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of acts of God and other circumstances which are beyond their control. Nonetheless, the Concessionaire agrees to pay all fees and charges due.

15.22 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

15.23 Agent for Service of Process. It is agreed that Concessionaire or its agent must be a resident of the State of Arizona.

15.24 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this Agreement.

15.25 Public/Customer Complaints. The Concessionaire shall maintain a customer service system to record and monitor complaints from the public and customers with an effective process for resolution and monitoring progress. Complaints involving the work performance of individual employees shall be considered in evaluating employee performance in accordance with the Concessionaire's policies and procedures for disciplinary actions. These Concessionaire policies and procedures shall address the disciplinary actions for deviations from service requirements, up to and including termination. The City's Authorized Agent shall have access to the record of complaints upon request.

15.26 Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Concessionaire certifies that Concessionaire is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

15.27 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF YUMA**

**CHEF ALEX GROUP, LLC**

By: \_\_\_\_\_  
Philip Rodriquez  
City Administrator

By: \_\_\_\_\_  
Alex Trujillo  
Sole Member/Owner

**ATTEST:**

**CHEF ALEX GROUP II, LLC**

By: \_\_\_\_\_  
Lynda L. Bushong  
City Clerk

By: \_\_\_\_\_  
Alex Trujillo  
Sole Member/Owner

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard W. Files  
City Attorney

By: \_\_\_\_\_  
Alex Trujillo  
Individually

**ACKNOWLEDGEMENTS**

STATE OF ARIZONA       )  
  )  
COUNTY OF YUMA       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Alex Trujillo, acting as the sole member/owner of **Chef Alex Group, LLC**, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF ARIZONA       )  
  )  
COUNTY OF YUMA       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Alex Trujillo, acting as the sole member/owner of **Chef Alex Group II, LLC**, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

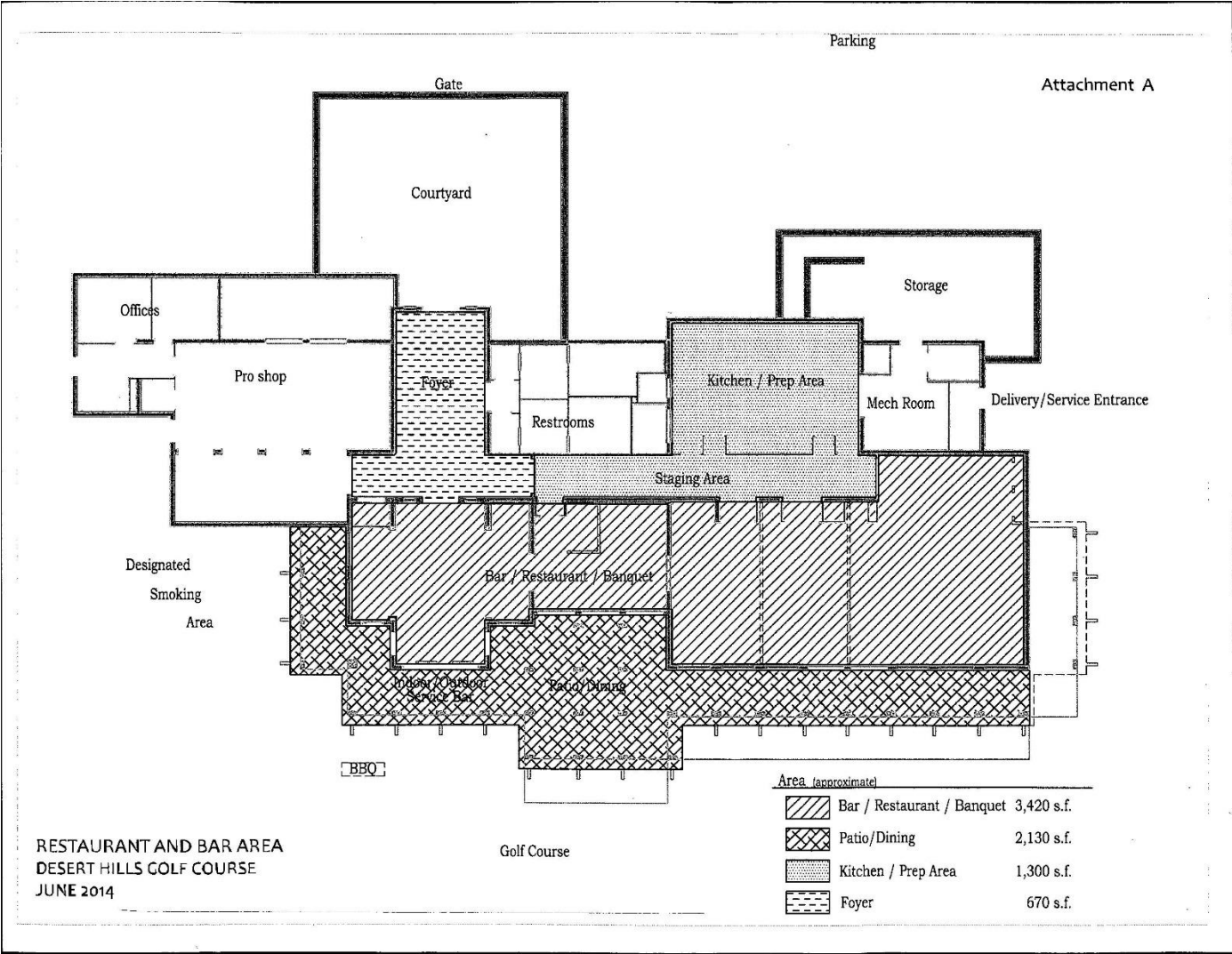
My Commission Expires: \_\_\_\_\_  
Notary Public

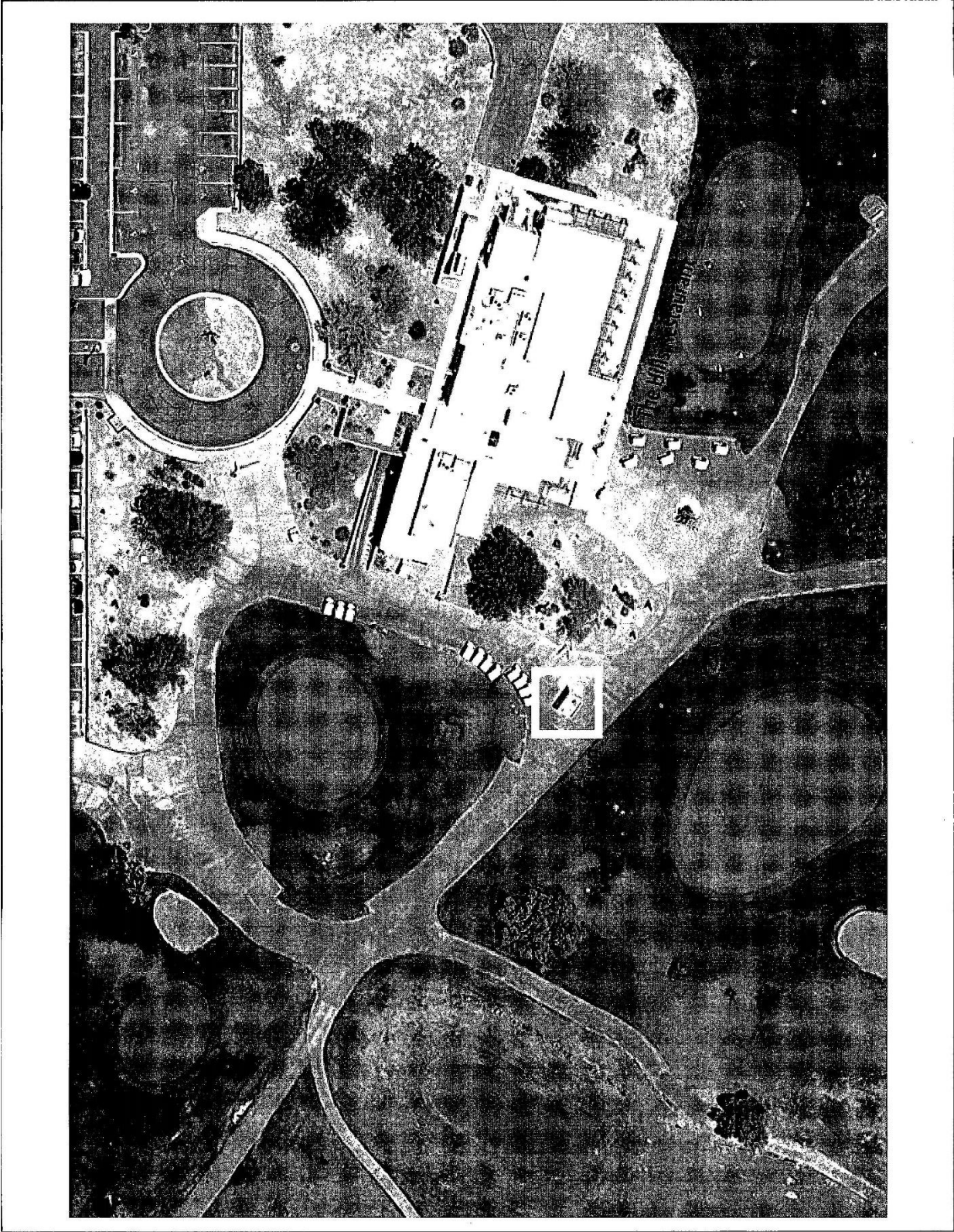
STATE OF ARIZONA       )  
  )  
COUNTY OF YUMA       )

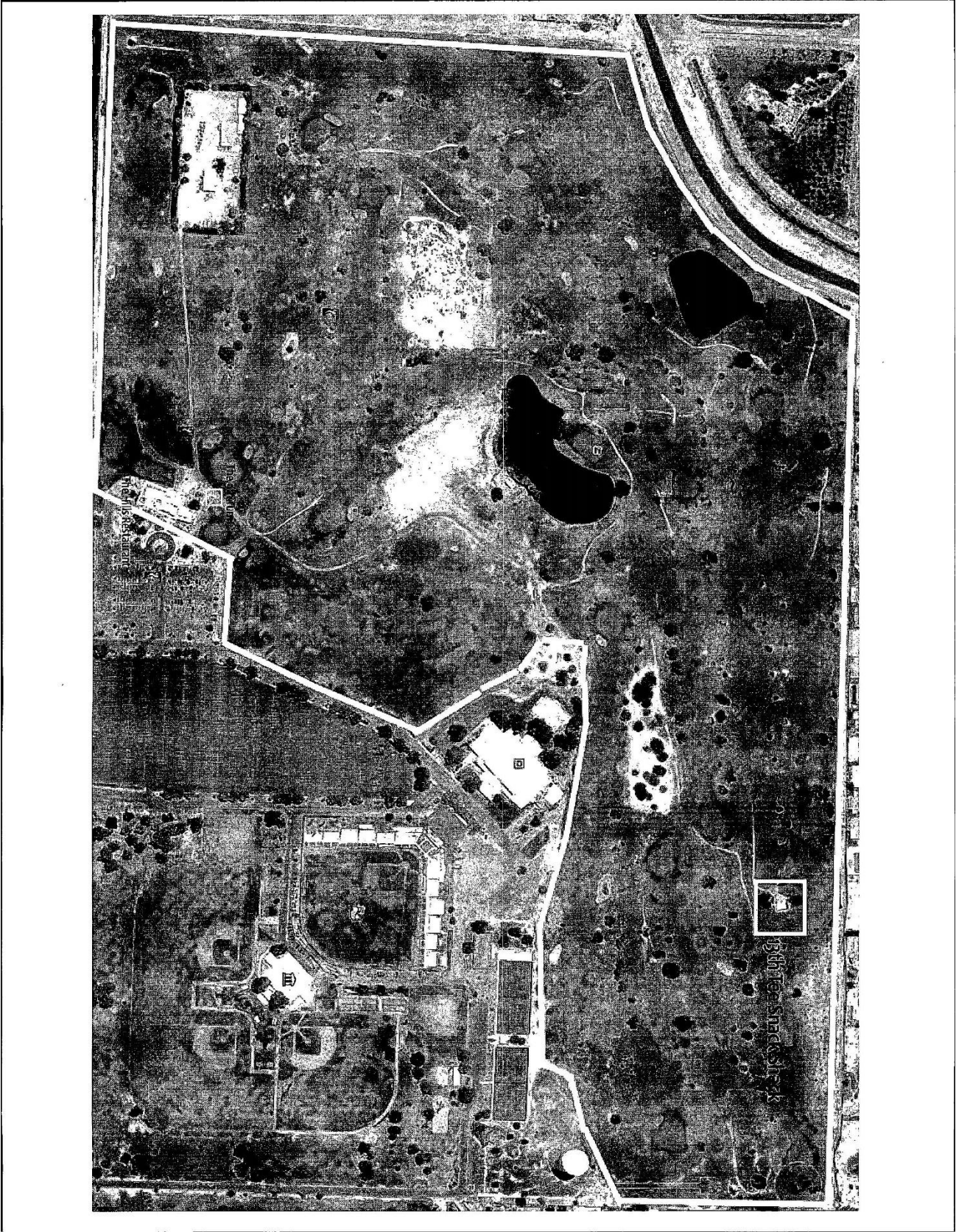
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **Alex Trujillo**, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

My Commission Expires: \_\_\_\_\_  
Notary Public









Addendum #3

Attachment B

The Hills Asset Inventory List				
Equipment				
7/14/2014				
Item	Size	Quantity	Brand	Tag / Model / Serial Number
Reach in cooler		1	Randell	2010
Double Stack Convection Oven		1	Majestic	24596
Deep Fryers		2	Dean	SR142GN
Flat Top Grill		1	Vulcan	MGAA series
Gas Charbroiler Grill		1	MagiKitch'n	3003-1036100
Gas Range		1	Vulcan	model 36l
VCR & DVD Player		1	Philips	DVP3340V/17
HD TV		1	Vizio	tag #22743
HD TV		1	Vizio	tag # 22744
Slicer		1	Berkel	Model x13A
Ice machine		1	Servend	tag #921379
2 stack keg cooler		1	True	1620421
Varimixer		1	Welbit	6929050002FA
Reach in refrigerator		1	True	tss67212
Hand top refrigerator		1	Randell	9601A
Carousel microwave		1	Sharp	R318AV
Proof/warmer		1	Cres cor	121ph1818D
Reach in freezer		1	Randell	9404fa
Toaster		2	Waring	klct708
Glo ray warmer		1	Hatco	Gram72
Coffee Brewing Equipment		1	Curtis	scgem3
Wine Cooler		1	Danby	dwc11413sdd
2 stack keg cooler		1	True	14136687
Glass chiller		1	True	6710271
Beer cooler		1	Superior	1-3884113
Outdoor gas grill (stationary)		1	DCS	
Walk in refrigerator and freezer		1	Kool Box	EA491A
Dish washer		1	Pro Clean	160-3D
Reach in refrigerator		1	Randell	2010E
Kegerator		1	Superior	tag # 1258
TV		1	Hitachi	27cx1b
Storage Box		1	Conex Box	
Patio Firepits		2	Firepits	
Patio Heater		2	Heaters	
Pyrimid Patio Heater		4	Heaters	
1 sink		1	Minibar	
Star Hot Dog Wheel		1	Hot Dog Wheel	
Tables, folding	6' Round?	23	Mighty Lite	
Banquet Stacking Chairs		150		
Microwave		1	GE	
Patio Tables and 4 chairs (set)		16		
Outdoor bar stools		8		
Umbrellas with stands		3		
Banquet Rounds for 10		10		
Outdoor hightops with 2 chairs		2		
Booths		3		
Dining chairs		40		
Dining tables		12		
Podium		1		
Misc art				
Indoor hightops		4		
Bar stools		18		

Equipment

Page 1 of 6



Addendum #3

Attachment B

<b>The Hills Asset Inventory List</b>	
<b>Dishes, Flatware, Glassware</b>	
<b>July 14, 2014</b>	
<b>Items</b>	<b>Qty</b>
<b>Glasses</b>	
Wine Glasses	61
Juice Glasses	19
Coffee Cups	90
Water Cups	193
Carafs	44
Breakfast Rolled Set Knife, Fork and Spoon	266
Dinner Rolled Set Knife, Fork and Spoon	107
Champagne Glasses	10
Brandy Glasses	3
Shots Glasses	18
Martini Glasses	14
Tall Glasses	17
Rock Glasses	39
Small Rock Glasses	39
Pilsner	21
Pitchers	13
Pint Glasses	38
<b>Plates, Bowls and Pans</b>	
Coffee Brewing Equipment	35
ROUND PLATES	144
LARGE SALAD BOWL	34
SIDE SALAD BOWL	31
BOATS	13
SOUP BOWLS	18
LARGE DINNER PLATES	35
SMALL ROUND SIDE	80
EGG PAN	6
OMELET PAN	2
SAUTE PAN	15
SHEET TRAYS	48
MIXING BOWLS	14
SAUCE PAN	6
POTS	7
6TH PAN 6IN	34
6TH PAN 4IN	9
6TH PAN 6IN	7
9th PAN 2IN	10
9th PAN 4IN	26
3RD PAN 6IN	12
3RD PAN 4IN	33
3RD PAN 2IN	5
HALF PAN 4 IN	13
HALF PAN 2IN	21
HALF PAN 6IN	4
1/3 SHOTGUN	4
SPEED RACKS	2
FULL PAN 2 IN	2
FULL PAN 4IN	7
HALF SHEET TRAYS	11
BANE	8
CHAFFERS	5

Dishes, Flatware, Glassware

Page 2 of 6

Addendum #3

Attachment B

<b>The Hills Asset Inventory List</b>		
<b>Conex Box</b>		
<b>July 14, 2014</b>		
<b>Items</b>	<b>Size</b>	<b>Quantity</b>
Beer Mugs	32 oz	16
Beer Mugs	22 oz	9
Glass up	16 oz	4
Beer Mugs		11
Glass Plater		1
Small Saucer Plates		51
Margarita Glasses	14 oz	18
Beverage Dispenser	3 gal	1
Banquet Glasses		23
Martini Glasses		3
Whiskey Glasses		7
Double Whisky Glasses		16
Wine Glasses		12
Hiball Glasses		48
Boster Seats		2
Coffee Dispensers		3
Small Boats		38
Large Boats		10
Small Salad Bowls		116
Breakfast Round Plates		40
Coffee Brewing Equipment		43
Stainless Chaffers		3
Banquet Plates		13
Creamer Cups		5
Small Kitchen Knives		82
Chefs Choice Sharpener		1
Wine Cups		36
Chefe Lids		4

Conex box

Page 3 of 6

Addendum #3

Attachment B

<b>The Hills Asset Inventory List</b>	
<b>Basement</b>	
<b>July 14, 2014</b>	
<b>Items</b>	<b>Quantity</b>
Sm Brown & White Plates	56
Small Round Plates	35
Mini Plates	42
Cash Register	1
Libbeys Wine Glasses	102
Wine Glasses	18
Brandy Glasses	12
Tea Container	1
Tall Wine Glasses	8
Coffee Cups	48
Bar Glasses	6
Menu Covers	40
Plastic Syrup Cups	72
Scale	1
Table Holders	23
Juice Glasses	24
Wall Mount	1
Small Mugs	32
Boston Lager Cups	13
Tea Cups	117
Plastic Mugs	56
Coffee Brewing Equipment	36
Plastic Juice Glasses	50
Champagne Glasses	21
Medium Wine Glasses	18
Chafer Stands	3
Ice Bins	4
Tea Dispensers	2
Trays	5
1/3 hotel pans	9
3 gallon tea dispenser	4
Crock Pots 2 quart	2
Coffee Warmers	2
Plastic Bowls	11
Water Dispenser	2
Blender Motors	2
Big Ice Chest	2
Small Ice Chest	4
Igloo Water Cooler	1

Basement Storage

Page 4 of 6

Addendum #3

Attachment B

<b>Inventory List</b>			
<b>Civic Center</b>			
<b>July 14, 2014</b>			
<b>Items</b>	<b>Size</b>	<b>Quantity</b>	<b>Brand</b>
Punch Fountain	3 Gallon	2	
Punch Bowl (stainless steel)		3	
Heat Lamp Fixture		3	Ideal
Coffee Cup		1,080	
Coffee Cup Saucer		1,242	
Dessert Plate		1,622	
Salad Plate		1,124	
Dinner Plate		924	
Small Glass		996	
Water Glass		743	
Fork		2,105	
Spoon		1,168	
Knives		1,054	
Sugar Caddie		250	
Frying Skillet Pan		5	
Medium Stock Pot		7	
Large Stock Pot		3	
Bread Basket		150	
Salt Shaker		160	
Pepper Shaker		160	
Sheet Pan		75	
Coffee Brewing Equipment		250	
Gourmet Food Display Serving Tray	Large	4	
Food Pans, 6"		18	
Water-liquid Jug	5 Gallon	8	
Food Pans, 2"		30	
Buss Tubs		4	
Food Pans, 4"		21	
Food Pan Lids, Assorted		15	
Plastic Food Storage Container	Large	4	
Plastic Food Storage Container	Small	3	
Salad Bowl	Large	8	
Salad Bowl	Medium	10	
Salad Bowl	Small	15	
Mixing Bowls, Stainless Steel		9	
Food Serving Tray		8	
Reach in Freezer, 3 door		1	
Walk-in Refrigerator	10X10	1	
Ice Tea Dispenser	3 Gallon	4	
Coffee Burners, 2 Pot		3	Bunn Omatic
Coffee Pots		8	
Water Pitcher		15	
Dish Rack		12	
Water-Beverage Dispenser	3 Gallon	7	
Dishwasher Racks		25	
Commercial Blender	Gallon	2	Waring
Cutting Board		8	
Tongs		30	
Kitchen Knives, Assorted		30	
Tongs, Assorted Sizes		15	
Serving Spoons, Slotted		40	
Serving Spoons, Non Slotted		25	
Colander, Large		1	

Civic Center

Page 5 of 6



Addendum #3

Attachment B

Items	Size	Quantity	Brand
Ladle	4 oz	6	
Ladle	2 oz	24	
Ladle	1 oz	45	
Ladle	1/2 oz	8	
Dough Cutters		2	
Food Processor		1	Kitchen Aide
Spatula	Medium	2	
Scraper		1	
Pie Serving Utensil		2	
Plastic Spatulas		12	
Vacuum Sealer		1	Food Savor
Household Blender		1	Oster
Mixer, Heavy Duty		1	Kitchen Aid
Measuring Scale		1	
Heavy Duty Metal Pitcher	1 gallon	1	
Metal Shelves		4	
Compartment Sinks, 2		2	
Work Tables, Stainless Steel		5	
Compartment Sinks, 3		1	
Industrial Dishwasher w/Garbage Disposal		1	Pro Clean
Burner Range w/2 ovens		10	
Burner Range w/1 oven		6	
Kitchen Cart		7	
Ice Machines		2	Manitowoc
Flat 4 Burner Griddle		1	Vulcan
105,000 BTU Deep Fryer		1	Imperial
Commercial Coffee Maker	3 Gallon	2	Bunn Omatic
Food Warmer		6	
Steam Table		4	
Commercial Grill		2	
Carving Stations Cart		2	
Commercial Slicer		1	
Hot or Cold Beverage Container/Dispenser	5 Gallon	2	
Hot or Cold Beverage Container/Dispenser	10 Gallon	6	

Civic Center

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