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REQUEST FOR PROPOSAL

# Mill Creek Golf Course Food & Beverage Operation Request for Proposal

April 2015

## Property Address

Mill Creek Golf Course  
Hole 55 Grille  
1 West Golf Drive  
Boardman, OH 44512

## Contact

Brian Tolnar, PGA  
Director of Golf  
brian@millcreekmetroparks.org  
P.O. Box 596  
Canfield, OH 44406  
P: 330.740.7112



## Facility Introduction

Mill Creek Golf Course features two 18-hole championship courses designed by Donald Ross that opened to the public in 1928. Both courses are par 70 with four sets of tees, stretching from 5095 yards to 6511 yards. The South Course plays over a flat terrain with tree-lined fairways. Natural areas and streams come into play on five holes. The South Course has been selected by *Golfweek* as one of America's 30 Best Municipal Courses. The North Course weaves through tall trees and includes a variety of natural hazards. Nestled in the beauty and splendor of a park setting, Mill Creek Golf Course continues to challenge the skills of golfers at all levels.

The Fieldhouse, built in 1929, houses a pro shop and a grill room with a wide variety of food and beverages, including beer and wine. In the winter, Mill Creek Golf Course is used for cross country skiing. In 2011, the grill room in the Fieldhouse received a full restoration and kitchen update. New kitchen equipment was purchased in 2011 along with new windows, décor and tables & chairs for the grill room and patio areas.

## General Facility Information

Mill Creek Golf Course is aware that the food and beverage experience at our facility is extremely important to the overall success of the golf operation. The facility is seeking an organization or individual to create a comfortable, inviting and fun environment for our customers to enjoy. The food and beverage concessionaire must ensure Mill Creek MetroParks that patrons will receive outstanding customer service whether at the counter, on the golf course or attending the facility for a golf outing. Our customers are looking for a wide variety of fare in addition to the traditional snack bar and grill selections.

### **Description of Service Operation**

The Course's food and beverage operation is a stand-alone operation at the Mill Creek Golf Course. Located inside the Field House; Hole 55 includes: grill-style restaurant area, outside patio area, eat-in counter area, golf outing tent, cooking kitchen, outside cooking area along with two on-course beverage/snack carts. The incoming vendor will be expected to provide food & beverage services during the enlisted golf course operating hour's 7-days a week during the golf season to patrons and the general public. These services should include breakfast, lunch, beverage, snack and dinner related items geared toward the golfer. The Lessee shall be the only person or company permitted to operate a food and refreshment service at the Mill Creek Golf Course except any group reserving the Outing Area, who will be permitted to provide their own food and refreshment. These food and refreshments are to be provided by and for the respective members only. Private concessionaires or food services are permitted to provide this service only to the group reserving the Outing Area. Due to Ohio Liquor Code, Hole 55 will be the only vendor allowed and authorized to sell and offer alcohol. In addition, the MetroParks reserves the right to provide refreshments to participants of MetroParks sponsored events.

### **2014 Mill Creek Golf Course Statistics**

- Annual Round Count 9-Holes: 35,288
- Annual Round Count 18-Holes: 15,262
- Weekday Golf Leagues: 25 (Men's, Women's, Senior, Junior, Etc.)
- Corporate Outings: 30
- Outside Tournament Play: 15
- Other Golf Events: 12

### **Mill Creek MetroParks Mission Statement**

The mission of Mill Creek MetroParks is to provide park, recreational and open space facilities of regional significance. In fulfilling this mission our objectives are:

- **To be responsive to community needs** - studies and surveys direct the MetroParks to preserve appropriate natural and cultural areas, make improvements to MetroParks facilities, develop additional recreational opportunities, and continue to strengthen activity and public information programming.
- **To be environmentally sound**- Stewardship strategies will be dictated by the intrinsic nature of the land.
- **To be adaptable**- The only certainty in our world is that change is occurring at an increasing rate. To respond, the MetroParks must maintain strong public information and involvement programs and form new kinds of creative liaisons to meet changing needs.
- **To be economically feasible**- The MetroParks has finite resources that are not guaranteed in perpetuity. It must constantly work to broaden its base, especially through new partnerships. Revenue generating programs and facilities must be a key element in the overall funding picture.

## **Proposal Requirements**

Food service vendors ready for a successful business opportunity at Mill Creek Golf Course are required to submit a proposal to the Director of Golf Operations with the following elements. Please keep in mind the demographics of our golf course customers, golf outing patrons and the MetroParks' goals to provide a first-rate food and beverage service.

1. Business Plan
  - a. Please describe your customer service philosophy
  - b. Give a brief description of your creative ideas to provide first-rate concessions. What will draw patrons to your services? What will keep them coming back? What will be your specialty?
  - c. Provide a staffing plan
  - d. Provide a proposed menu with prices for all items and services
  - e. Provide a statement regarding your interest and ability to provide catering for large golf outings, tournaments and league banquets
  - f. Provide a beverage cart plan
  - g. How will you monitor customer satisfaction?
  - h. Provide a detailed schedule of the maintenance of both premises and equipment
  - i. How will you anticipate promoting and marketing the facility?
2. Qualifications and Experience
  - a. Minimum of 3-5 years' experience of restaurant operation or catering
  - b. Provide information about your experience and current relationships with food & beverage suppliers
  - c. Provide 3 references, preferably others with whom you have contracted in the last 5-10 years
  - d. Explain what experience you and your team has provided in concession services at the golf courses or similar venues. Please be specific in terms of length of experience (years, seasons) and roles (owner, supervisor, cook, etc.).
  - e. Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, please explain
3. Background Information
  - a. Name and address of legal entity submitting the proposal
  - b. Name and address of principal officers and all owners of proposing organization
  - c. Legal status of proposing organization (i.e. corporation, partnership, sole proprietorship)
  - d. Please describe the proposing organization in terms of size, longevity, areas of specialization, and any other information that the MetroParks can use to come to an opinion about the stability and fiscal strength of the organization
  - e. Please provide bank references
  - f. Will you upon request be able to fill out a detailed financial statement and furnish any other information that may be required by Mill Creek Golf Course?
4. Contract Information
  - a. The Mill Creek Golf Course is not currently setting specific requirements for length of term or level of compensation. We expect your proposal to be negotiable based on other terms of the final agreement.

## Important Details

### 1. Required Site Visit

- Prior to submitting a proposal, all potential vendors must schedule a site visit/walkthrough of concession area. To schedule a site visit, please contact Brian Tolnar, Director of Golf at 330.740.7112.

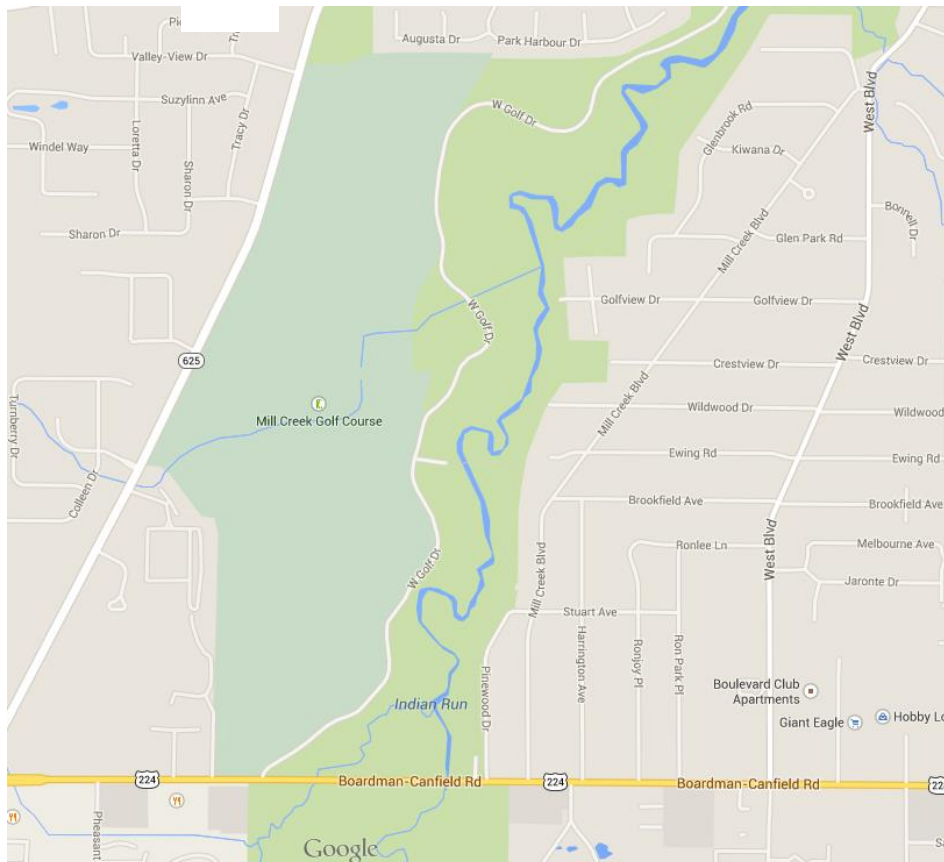
### 2. Proposals Due

- Proposals will be reviewed immediately, but must be submitted no later than 4 p.m. on Thursday, April 16, 2015, in person at the MetroParks Administrative Office, located at 7574 Columbiana-Canfield Rd., Canfield, OH 44406 or via email to Brian Tolnar at [brian@millcreekmetroparks.org](mailto:brian@millcreekmetroparks.org).

### 3. RFP Process

- Our goal is to have the 2015 Vendor Contract awarded and in place by May 1, 2015. Any contract awarded will be to that proposer whose proposal, conforming to the RFP; will be the most advantageous to Mill Creek Golf Course, all other factors considered. The MetroParks reserves the right to negotiate with the proposer selected in the evaluation process for this RFP to acquire the level of service that best meets its needs.
- Mill Creek Golf Course is not liable for any costs incurred by proposers prior to issuance of an agreement, contract, or purchase order. All costs associated with the development of the proposals, oral presentations, or any other such expenses incurred by the proposers in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by Mill Creek Golf Course.

## Site Location Map (via Google Maps):



## **Hole 55 Equipment List**

1. Double Door Refrigerator Unit
2. Double Door Freezer Unit
3. Deep Chest Freezer Unit
4. Ten Burner Gas Stove & Oven
5. Mini Double Basket Fryer
6. Ansel Hood & Ventilation Unit
7. Beer Tap System (3 Unit & 8 Tap System)
8. Stainless Steel Prep Station
9. Large Stainless Steel Prep Table
10. Large Ice Maker
11. Small Ice Maker with Soda Dispenser
12. 3 Bay Wash Sink Station
13. 2 Single Bay Sinks
14. 2 Pepsi Bottle Coolers
15. 2 Air Conditioning Units
16. Mini Wine Refrigerator
17. 2 Microwaves
18. 2 Coffee Machines
19. 4 Large Top Dining Tables with Chairs
20. 10 Outside Patio Tables with Chairs
21. Bar Lighting
22. Outside Grille
23. Some Bar Décor
24. Bar Counter Seating
25. 2 Beverage Carts for on Course F&B Sales

## **Scope of Service Contract**

Please see attached below & RFP Proposal Form



## **Lease for Mill Creek Golf Course Restaurant – Hole 55**

Brian Tolnar, PGA  
Director of Golf  
[brian@millcreekmetroparks.org](mailto:brian@millcreekmetroparks.org)  
P: 330.740.7112  
F: 330.629.9459

Mill Creek MetroParks  
7574 Columbiana-Canfield Rd.  
PO Box 596  
Canfield, OH 44406

## LEASE AGREEMENT COPY

This Lease, made this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between the BOARD OF PARK COMMISSIONERS OF THE MILL CREEK METROPOLITAN PARK DISTRICT, hereinafter called the LESSOR, and Hole 55, hereinafter called the LESSEE:

In consideration of the rent and covenants hereinafter contained, the Lessor hereby leases to the Lessee the following described premises:

Being the space customarily used as a Restaurant at the Mill Creek Golf Course Field House, together with the necessary use of space for storage and delivery.

In consideration of the use of said premises, the Lessee agrees to pay the Lessor rent in the amount of \$16,000 in 8 monthly installments of \$2,000.00 each for April through November for the 2015 season.

It is agreed that the payment shall be accompanied by a financial statement summarizing the Lessee's operation during the Lease period. It is also agreed that the above financial statement shall be subject to audit by a designated representative of the Lessor.

Beverage Only Profit-Share → It is agreed that, the Lessee and Lessor will share all the beverage concession net sales. The Lessee will receive 80% of the net beverage concession revenue with the Lessor to receive 20% of the net beverage concession revenue. The Lessor to receive their 20% payment of the net sales on or before the 10<sup>th</sup> of the following month.

It is agreed that, if said Lessee shall perform his obligations under this Lease, he shall have and enjoy said premises during said term, free from molestation by said Lessor, or anyone claiming through, by or under the Lessor; and that, at the expiration of this Lease, said premises shall be surrendered in as good condition as they are now in, or may be put by said Lessor, natural and usual wear and decay and damage by fire and other unavoidable casualty excepted.

This Lease shall be in accordance with the GENERAL CONDITIONS FOR THE LEASE OF THE MILL CREEK GOLF COURSE RESTAURANT, a copy of which is attached and made a part of this Lease Agreement.

IN WITNESS THEREOF, the parties have caused duplicates of this Agreement to be executed the day and year first above written.

Signed and acknowledged in the presence of:

FOR THE BOARD OF PARK COMMISSIONERS

\_\_\_\_\_  
As to the Board of Park Commissioners

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
As to the Lessee

\_\_\_\_\_  
LESSEE



## **GENERAL CONDITIONS FOR THE LEASE OF THE MILL CREEK GOLF COURSE RESTAURANT**

### **GENERAL**

The Restaurant at the Mill Creek Golf Course has been established by the Board of Park Commissioners primarily for the convenience of and service to golfers using the Mill Creek Golf Course. Lessee shall at all times provide sufficient labor, supervision, supplies, and equipment and shall exercise such modern business practices as to ensure the proper and efficient operation of the Restaurant. In the operation of its business under this Agreement, Lessee shall not in any manner hinder or interfere with the general operation of the public golf course, nor with the public's use or enjoyment thereof.

The Lessee shall be prepared to open the Restaurant at the time the Golf Course opens for play in the spring and to keep it in operation throughout the golfing season. A sign stating the hours when the Restaurant is open for business must be prominently displayed.

In case of inclement weather at the beginning of the season, the Lessee may delay the opening of the Restaurant and for the same reason may conclude operations before the end of the season, but in either case this must be done with the approval of the Executive Director of the Mill Creek Metropolitan Park District, in writing.

### **TERM OF LEASE**

The Lease shall be for a period of three years renewable annually and commencing on approximately April 1 and expiring on approximately November 30 of each year. Lease to be evaluated in October.

### **PAYMENT GUARANTEE**

To guarantee payment, the Lessee may be required to deposit with the Mill Creek Metropolitan Park District the amount of seven thousand five hundred dollars (\$7,500) or provide a performance bond in the amount of seven thousand five hundred dollars (\$7,500) or purchase a certificate of deposit in the amount of seven thousand five hundred dollars (\$7,500) in the name of the Mill Creek Metropolitan Park District. The above amount will be returned to the Lessee upon satisfactory completion of the terms of this agreement.

### **INSURANCE**

The Lessee shall carry and furnish evidence of insurance of the following kind and amount:

The Lessee shall carry regular public liability insurance providing a limit of not less than \$2,000,000.00 for all damages arising out of bodily injuries to or death of one person in any one accident and, subject to that limit for each person, a total limit of \$2,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons and regular property damage liability insurance providing a limit of not less than \$50,000.00 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total limit of \$50,000.00 for all damages arising out of injury to or destruction of property during the length of the Agreement. In addition, the Lessee will provide product liability insurance with a limit of not less than \$2,000,000.00 for any one incident and a total limit of \$2,000,000.00 for the length of the Agreement.

Insurance above described will name the Board of Park Commissioners, Mill Creek Metropolitan Park District, its officers and employees as additional insured on the policy.

Upon award of the bid, the successful bidder shall furnish to the Board of Park Commissioners a copy of the above stated insurance.

### **UTILITIES**

The Lessor will pay all utilities incurred in the operation of the Restaurant except the Lessee will directly pay the designated supplier of the Park District for the LP gas supply used in the Snack Bar.

## **ENFORCEMENT OF REGULATIONS PERTAINING TO THE DRESS OF RESTAURANT CUSTOMERS**

The Lessee shall be permitted to enforce only Dress Rules and Regulations as determined and approved by the Board of Park Commissioners for the golfers using the Mill Creek Golf Course.

## **EXCLUSIVE FOOD SERVICE**

The Lessee shall be the only person or company permitted to operate a food and refreshment service at the Mill Creek Golf Course except any group reserving the Outing Area will be permitted to provide their own food and refreshment. These food and refreshments are to be provided by and for the respective members only. Private concessionaires or food services are permitted to provide this service only to the group reserving the Outing Area. In addition, the MetroParks reserves the right to provide refreshments to participants of MetroParks sponsored events.

## **EQUIPMENT**

The Lessee will furnish all equipment necessary for the operation of the Restaurant such as pots, pans, dishes, silverware, cups, glasses, cooking utensils, etc. The Lessor will furnish the following major kitchen equipment; stoves, refrigerators, freezers, washing equipment & grill. The Lessor will also furnish 2 display cases, counter stools, tables and chairs.

The Lessee will be responsible for the daily maintenance of the Lessor's equipment. The Lessor will be responsible for all major repairs to the Lessor's equipment. All equipment is provided "As-Is" and the Lessor makes no warranty as to the merchantability, fitness for a particular purpose, condition or repair of the equipment.

The equipment, supplies, effects, and other property of every kind, nature, and description belonging to the Lessee, which may be on the premises during the term of this agreement or at any time, shall be at the sole risk and hazard of the Lessee. If the whole or any part thereof shall be destroyed or damaged by fire, water, theft, vandalism, riot, forced entry, or any other course, no part of said loss or damage is to be charged to or borne by Lessor and the Lessee hereby agrees to forever hold Lessor harmless from and to indemnify Lessor against any and all loss, cost, debt, claim, damage, judgment, and/or expense suffered and incurred by Lessor in connection with any such loss.

Lessee shall be solely liable and responsible for all cash and merchandise losses resulting from spoilage, accident, theft, dishonesty, vandalism, equipment failure or any other cause.

The Lessee will be expected to operate the Restaurant with the present major equipment now located in the facility. Any changes of existing major equipment or renovation must be mutually agreed upon by the Lessee and the Lessor.

## **MAINTENANCE**

The Lessee will maintain the Restaurant in as good condition and repair as it now is, natural wear and unavoidable damages excepted.

The Lessee will be responsible for normal housekeeping, minor repairs and maintenance of the facility. The Lessee shall also be responsible for normal "off-season" cleaning and painting required and considered as part of normal maintenance. Paint colors must be approved by the Lessor.

The Lessee will, at all times, maintain the facility in a clean and safe manner that is acceptable to the Lessor and shall be subject to periodic inspection by the Lessor.

The Lessee will be responsible for the maintenance, cleanliness and payment of all exhaust fans cleaning, hood cleaning, monthly grease trap cleaning, annual carpet cleaning, and exhaust duct work servicing. The Lessor will be responsible for major repairs, major improvements and renovations.

## **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS, AND RULES AND REGULATIONS OF THE PARK DISTRICT**

In operating the Restaurant, Lessee shall comply with applicable federal, state, and local laws, and all rules and regulations adopted by Lessor. A copy of the Mill Creek Metropolitan Park District Rules and Regulations is provided to Lessee upon execution of this Agreement, and receipt of such is hereby acknowledged by Lessee.

Lessee shall at all times during the term of this Agreement subscribe to and comply with the Workers Compensation laws of the State of Ohio and pay such premiums as may be required there under and to indemnify and hold Lessor harmless from any and all liability arising from or under said laws. Certificates evidencing such payments shall be submitted to Lessor upon the effective date of this Agreement and at such other times as Lessor may request.

Lessee shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Lessee or work performed under the terms of this Agreement. Lessee agrees to obey all rules and regulations and to meet all requirements which are now or hereafter issued or promulgated under said laws by any duly authorized state or federal officials. Lessee also agrees to indemnify and hold Lessor harmless from any contributions or taxes or liability thereof.

Notwithstanding any other provision in this Agreement, if, as a result of a determination by the Ohio Bureau of Employment services or any other governmental agency, Lessor becomes liable for the payment of any unemployment benefits to or unemployment contributions for any individual hired or employed by Lessee, Lessee shall hold Lessor harmless and reimburse Lessor for any such payment.

Lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, age, national origin, disability, or Vietnam Era and Special Disabled Veterans status.

Lessee and his/her employees shall not discriminate against any person because of race, religion, color, creed sex, age, national origin, disability, or Vietnam Era and Special Disabled Veterans status by refusing to furnish such person any product, service, or privilege offered to or enjoyed by the general public. Neither Lessee nor his/her employees shall publicize the merchandise or services to be provided under this Agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, sex, age, national origin, disability, or Vietnam Era and Special Disabled Veterans status.

## **USE OF RECYCLABLE PRODUCTS**

Lessee shall make an effort to use products made of recyclable, biodegradable materials, i.e., paper plates, cups, reusable silverware, etc., or washable china.

## **EACH PROVISION MATERIAL CONDITION**

Each term of this Agreement is material and breach by Lessee of any one of the terms herein contained shall be a material breach of the entire Agreement, and shall be grounds for the termination of the entire Agreement by Lessor.

## **PERMITS**

The Lessee will be responsible for acquiring and maintaining any permits, certificates, etc. necessary for the operation of the Restaurant facility. Copies of health inspections, permits, certificates, etc. will be forwarded to the Park District for filing.

The Park District may require the Lessee to acquire a Beer and Wine Permit for the sale of alcoholic beverages. The terms for the sale of alcoholic beverages will be negotiated.

## **LIQUOR PERMIT AND INSURANCE**

a. Liquor Permit. If desired, and with the prior approval of Lessor, which approval may be withheld in Lessor's sole discretion, Lessee may sell alcoholic beverages on the premises. Without limiting generality of this provision, the appropriate liquor permits shall be obtained in the name of Lessee, and Lessee shall pay any charges associated with obtaining those permits. Lessee shall deliver to Lessor copies of all liquor permits promptly upon receipt thereof. Upon the expiration or earlier termination of the term of this Agreement, Lessee shall transfer all liquor permits obtained by Lessee for the Premises as well as certain inventory of Lessee as identified in Appendix A-1 to the General Conditions to Lessor or Lessor's designee. To facilitate such transfer, Lessee shall execute and deliver in escrow to: Roth, Blair, Roberts, Strasfeld & Lodge Law Firm, simultaneously with the execution of this Agreement, an original, executed in blank Application for Transfer of Ownership and a Summary of Purchase Agreement regarding the liquor permits, in the form attached as Appendix A-2 to the General Conditions, together with such other related documents as may be required under the Application for Transfer of Ownership, including without limitation a completed and executed Interim Beverage Management Agreement in the form attached as Appendix A-3, as Lessor reasonably may require. Said documents shall remain in escrow until the expiration and non-renewal or earlier termination of this Lease, or until such time as the parties agree in writing to have the documents released from escrow. Lessor is hereby authorized to file the forms held in escrow with the Ohio Department of Liquor Control or its successor at the expiration or earlier termination of this Lease. Lessor shall provide Lessee with written notice at least fourteen (14) days prior to the day that Lessor seeks to file the form transferring the Liquor Permit. Lessor shall not file such forms with the Ohio Department of Liquor Control or its successor or any other agency until Lessor receives from Lessee, in writing, confirmation that the information contained in such escrowed documents is correct and valid as of the date of the proposed filing with the State. Lessee shall provide the confirmation within fourteen (14) days of the sending of notice by Lessor. Upon the expiration or earlier termination of the term of this Agreement, at the direction of the Lessor, Lessee promptly will execute and deliver a Request for Cancellation of Permit with respect to all Liquor permits, in the form attached as Appendix A-4, together with such other related documents as may be required under the Request for Cancellation of Permit, including without limitation completed and executed permittee identification cards referred to therein, or as Lessor reasonably may require. Upon the expiration or earlier termination of the term of this Agreement, Lessee promptly will deliver all liquor permits to Lessor, and Lessor may submit such Request for Cancellation of Permit, together with the liquor permits and permittee identification cards, to the State of Ohio Department of Liquor Control.

Each of Lessor and Lessee agree to execute and deliver to the other, at any time and from time to time, all such documents, in addition to those expressly provided for herein, as may be necessary or appropriate to effectuate the provisions of this Section, including without limitation modifications or additions to this Agreement or such other documents as may be required by the State of Ohio Department of Liquor Control. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Lessee hereby appoints Lessor as agent and attorney-in-fact of Lessee to execute and deliver any and all of the foregoing documents, including without limitations those expressly provided for herein, which Lessee is authorized, permitted, or required to execute or deliver pursuant to this Section, such power of attorney being coupled with an interest and being irrevocable during the term of this Agreement.

b. Liquor liability insurance. If Lessee sells alcoholic beverages on the Premises (such sales being subject to the prior approval of Lessor as provided in Section PRICES AND MENUS, and subject to Lessee obtaining all required liquor permits), Lessee shall maintain liquor insurance, including contractual liability coverage, by endorsement to commercial general liability

insurance or otherwise, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, and otherwise compliant with all aspects of Section INSURANCE, as applicable. Said policy shall designate as an additional named insured "Board of Park Commissioners, Mill Creek Metropolitan Park District"

c. Lessee further agrees that it shall not transfer the Liquor Permit to any other person or entity or to another location without the prior written consent of Lessor.

d. Lessee further agrees to comply with all of the rules, regulations and laws of the State of Ohio and the Ohio Department of Liquor Control including, but not limited to, the payment of all fees, taxes, and charges required in order to keep the Liquor Permit valid. If Lessee receives any notice that it has failed to pay the appropriate fees, taxes or charges and that the Liquor Permit may be terminated, Lessee will immediately notify Lessor regarding said notice received. Lessor shall then have the option, but not the obligation, to (1) terminate this Agreement and/or (2) pay the taxes owed and/or (3) file the escrowed documents and have the Liquor Permit transferred to Lessor or its designee after providing Lessee with fourteen (14) days prior written notice and receiving written confirmation from Lessee within fourteen (14) days that the information contained in such documents is correct and valid as of the date of the proposed filing with the State. Lessee agrees that any taxes paid by Lessor pursuant to this Agreement are the ultimate responsibility of Lessee, and Lessee will reimburse Lessor for said payments.

## **PRICES AND MENU**

The Lessee will use this facility for the serving of hot sandwiches, light lunches, dairy products, soft drinks and items customarily sold in comparable facilities of this type and at rates comparable to area rates for similar items - Park District to approve menu and prices.

Prior to March 1 (annually), Lessee shall submit to the Executive Director a proposed list of all items to be sold. The list shall include the name of the item, the size of the item, and the proposed price for the item.

All items and the price for each item must be approved by the Executive Director before Lessee may offer the item for sale to the public. Concessionaire shall not sell any item not on the approved list, and shall not sell any item at a charge in excess of or below the approved price. The proceeds of any item sold without permission or in excess of the approved price shall be the property of the Lessor.

Lessee shall post the prices for all goods and services in such place or places as Lessor may designate. Lessee shall label all items with the price of the item whenever it is feasible to do so.

Lessee shall not change any of the approved rates or charges, curtail the sale of any approved item, nor sell any non-approved item without receiving the prior written consent of the Executive Director. Any situation in which an item is temporarily out of stock shall not be considered a curtailment of the sale of such items unless Lessee fails to actively seek replacement of his/her stock of such item.

## **BRAND DESIGNATION BY PARK DISTRICT**

The Park District reserves the right to stipulate the brand and product advertiser or supplier of items to be sold, i.e., soft drinks (7UP, Coca Cola, Pepsi, etc.), snack products, coffee, etc. In connection with such stipulation, the Lessee will be required to comply with applicable provisions of agreements with product suppliers or advertisers, including, without limitation, requirements that relate to equipment provided by the product supplier or advertiser, trademarks, product display on menu boards and elsewhere, purchase and use of approved cups, and advertising, signage and trademark visibility. Bids must be submitted with this understanding.

## STAFF

The Lessee will provide, at all times, adequate help in the Restaurant to reasonably accommodate customers at the facility.

- a. Quality of Employees. Lessee shall only employ persons of good moral character.
- b. Dress, conduct, and hygiene of employees. All employees of the Lessee shall be neatly dressed at all times.

All employees of the Lessee shall conduct themselves courteously in their relations with the public. When on duty, employees shall direct their full attention to the operation of the Restaurant. No employee shall engage in inappropriate conduct during working hours, including, but not limited to, horseplay, card playing, conversations that are loud, inappropriate, or of an excessive duration, or any other activity which would tend to cause discredit to Lessor. Employees must fully obey all Rules and Regulations of Lessor.

All employees of Lessee shall be clean and shall wash prior to commencing work and after any clean-up activity. All employees will comply to the rules and regulations of the County Health Department governing personal hygiene.

c. Immigration Reform and Control Act. Lessee shall not employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986 during the duration of this Agreement.

## OUTSIDE FACILITIES

The Lessee will provide food services and personnel for cookout style food on the Golf Course during periods of peak play, such as weekends, holidays, tournaments and league play. The hours of operation will be subject to the approval of the Lessor.

## BEVERAGE CART

The Lessor will provide a beverage cart for the Lessee to use on the golf course. The Lessee must follow proper operation of the beverage cart as per the manufacturer's operations manual, and train employees on proper golf course etiquette. Any damage to the beverage cart will be the responsibility of Lessee outside routine maintenance, gasoline and general wear and tear. Lessee shall pay Lessor Eight Hundred Dollars (\$800) for the cost of gas consumed by the beverage card included within items of equipment pursuant to EQUIPMENT SECTION and utilized by Lessee.

## HOURS OF RESTAURANT OPERATION

Lessee shall operate the Restaurant each and every day (weather permitting) of the specified operating period. For illustrative purposes, these hours of operation are:

**SEASON**                      Approximately April 1 thru November 30  
Holidays are considered as weekends for scheduling purposes

### ILLUSTRATIVE OPERATING HOURS

<u>Weekends</u>	<u>Open</u>	<u>Close</u>
Opening to last weekend in April	7 am	8 pm
Last weekend in April and first two weekends in May	6 am	8 pm
Third weekend in May through Labor Day	6 am	9 pm

September and October weekends thru Columbus Day	6:30 am	7:30 pm
Remaining October weekends to the end of Daylight Savings time	7 am	6 pm
TO END OF SEASON	8 am	5 pm

<u>Weekdays</u>	<u>Open</u>	<u>Close</u>
Opening through second week of May	7 am	8 pm
Third week of May through Labor Day	7 am	9 pm
September through Columbus Day	7 am	7:30 pm
Columbus Day to end of Daylight Savings Time	7:30 am	6 pm
TO END OF SEASON	8 am	5 pm

Lessor reserves the right to designate alternate hours and dates of operation at any time as it, in its sole and exclusive discretion, deems the same to be necessary or desirable. Lessor further reserves the right to require Lessee to operate Restaurant during any special events as may be designated by Lessor.

In the event of adverse weather conditions, as determined by Lessor in its sole discretion, Lessee shall be permitted to close the Restaurant during the otherwise normal hours of operation. Other than as set forth in the immediately preceding sentence, Lessee may not alter his/her hours or dates of operation of the Restaurant except with prior written consent of the Executive Director.

#### **PREVIOUS SEASON'S GROSS SALES**

2010	\$ 78,000
2011	\$182,000
2012	\$142,000
2013	\$162,000
2014	\$160,000 – \$180,000 Estimated Revenue
2015	

#### **INSPECTION OF FACILITIES**

The Restaurant facility may be inspected any day during the bidding period, Monday through Friday, by arranging to meet with Brian Tolnar, PO Box 596, Canfield, OH 44406, 330.740.7112

#### **ASSIGNMENT OF LEASE**

The Lease shall not be assigned, at any time, to anyone other than the Lessee.

## **CANCELLATION OF LEASE**

If the Lessee shall do or suffer to be done any of the things forbidden herein, or shall use said premises for any unlawful purpose or should fail to perform, in a satisfactory manner, or should fail to make rent payments when due, the Lessor after ten (10) days written notice to the Lessee may recover possession of the facility and terminate the Lease without reference to the time the Lease would otherwise expire.

Any of the following acts or events shall constitute a breach of this agreement by the Lessee: (a) the filing by the Lessee of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or (b) a consenting by Lessee to the appointment of a receiver or trustee of all or part of its property, or (c) the filing by the lessee of a petition or seeking reorganization under the National Bankruptcy Act or any other applicable law, or (d) the filing by the Lessee of a petition to take advantage of any insolvency act. On the occurrence of any such event, Lessor may terminate this agreement by giving Lessee five (5) days written notice of termination.

## **OTHER CONDITIONS**

1. The Lessee shall use reasonable care and diligence, at all times, in the Restaurant operation in order to avoid any possible accidents.

2. The Lessor shall in no way be responsible, at any time, for any damage or loss to property of the Lessee in the event of fire, burglary, vandalism or for any other reason.

3. The Lessee shall conduct the operation of the Restaurant in a manner that will be satisfactory, at all times, to the visitors of the Golf Course and the Board of Park Commissioners.

4. The Lessee shall furnish to the Board of Park Commissioners a report of total gross sales at the conclusion of each season, in writing. Said report shall be subject to audit by a designated representative of the Board of Park Commissioners.

a. Monthly accounting. Lessor shall install and maintain such bookkeeping and accounting methods and methods of collection of moneys as shall permit Lessee accurately to compute the gross revenue of Lessor relating to the Restaurant. Such records shall be made available to Lessor during the normal hours of business of Restaurant. Lessee shall furnish to Lessor a certified statement of gross revenue relating to the Restaurant for each month, and such statement shall be delivered to Lessor.

b. Annual accounting. Lessee shall submit to Lessor, no later than sixty (60) days after the close of the business year, being December 31 of each year, a profit and loss statement relating to the Restaurant prepared by a certified public accountant licensed by the State of Ohio. Such statement shall contain an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to Lessor.

c. Cash register. Lessee shall at his/her own cost install and maintain in good working condition such cash register equipment as may be deemed necessary by Lessor. Such cash register equipment shall contain a continuous registering tape. Every sale and business transacted by Lessee must be recorded on the cash register tape.

d. Tax records. Lessor reserves the right to require Lessee to furnish Lessor a certified copy of Lessee's federal income tax return for the preceding calendar year insofar as it relates to the subject matter of this Agreement.

e. On-site audit. Lessor reserves the right to audit and inspect Lessee's employees, sales, and inventory at the site or wherever appropriate, and all inventory records relating to the operation of the Restaurant at any time during the collection of receipts and stocking processes.



f. Bank deposits. Lessee shall maintain a separate bank account for the operation of the Restaurant and shall retain all banking records and bank deposit receipts concerning the same. Lessor reserves the right to require Lessee to furnish such records and receipts to Lessor at any time during the term of the Agreement and for three years thereafter.

g. Records after termination. Lessee shall keep in a safe place within Mahoning County for three years after the termination of this Agreement all reports, books, and records relating to the operation of the Restaurant. Lessor reserves the right to examine such reports, books, and records at any time during the three year period following the termination of this Agreement.

5. Upon award of the Lease, the successful bidder shall enter into a written Lease Agreement with the Board of Park Commissioners.

6. The Lessee will comply to the provisions set for in Resolution R-91-9 authorizing cooperative specials between the Park District and concessionaires.

### Mill Creek Golf Course Food & Beverage RFP Proposal Application Form

1. Company Name

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2. Manager Name(s)

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3. Address:

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4. Phone:

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5. E-mail address:

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6. Monthly rent (\$2,000 minimum or higher rent payment of \_\_\_\_\_ )

7. Beverage commission (20% minimum to MCMP or higher commission percentage of \_\_\_\_\_ )

8. By submitting this proposal you agree to all of the terms and conditions as outlined in the (RFP) request for proposal.

SIGNATURE OF APPLICANT(S):

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_