AGENDA

Community Services Committee Regular Meeting

5:30 PM - Monday, January 6, 2020
Council Conference Room, 7th Floor, City Hall – 1055 S. Grady Way

1. River Rock Restaurant Lease Extension
   a) AB - 2537 Community Services Department recommends authorizing execution of a Lease Amendment to LAG-15-002, with Northwest Restaurant Experience dba RiverRock Grill and Alehouse, to extend the current lease to the end of 2027, with an option to extend an additional six (6) years upon mutual agreement of the parties.

2. Emerging Issues in Community Services
SUBJECT/TITLE: Lease Extension Between City of Renton and Northwest Restaurant Experience for River Rock Restaurant Located at Maplewood Golf Course

RECOMMENDED ACTION: Refer to Community Services Committee

DEPARTMENT: Community Services Department

STAFF CONTACT: Doug Mills, Golf Course Manager

EXT.: 6803

FISCAL IMPACT SUMMARY:
Continued revenue percentages paid to the City on a monthly basis as noted in the lease (Average of $145K - $150K annually to the golf course).

SUMMARY OF ACTION:
Approve the extension of the lease and concession agreement between the City of Renton and Northwest Restaurant Experience (current Concessionaire), for the River Rock Restaurant located at Maplewood Golf Course. Original lease was set to expire in March of 2021, but Concessionaire requested renegotiation and extension where lease will now be set to expire in 2027, with an option to extend for an additional six (6) years upon mutual agreement of the parties.

Staff, including the City Attorney, Community Services Administrator, Finance and Information Services Administrator, Senior Finance Analyst, and Golf Course Manager, reviewed all requested information extensively from the Concessionaire and are satisfied with the continued competency and solvency of their restaurant and business experience. The City made minor revisions to the concession agreement to reflect current operations and revised 'Financial Personal Guarantee' requirements. This will also enable the Concessionaire to actively reinvest in the business for future growth.

This extension will allow for continued operation of the business, increase/improve partnership with the golf course, and solidify the relationship with existing and new customers in the Renton community.

EXHIBITS:
A. Northwest Restaurant Experience Lease and Concession Agreement

STAFF RECOMMENDATION:
Authorize the Mayor and City Clerk to execute the lease extension to 2027 with Northwest Restaurant Experience, dba RiverRock Grill and Alehouse, located at the Maplewood Golf Course.
MAPLEWOOD GOLF COURSE CLUBHOUSE
LEASE AND CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement") is made between the City of Renton, hereinafter referred to as "the City," and Northwest Restaurant Experience, Inc., hereinafter referred to as "the Concessionaire."

A. LEASE PREMISES AND GRANT OF CONCESSION
For and upon the conditions and provisions herein, the City hereby leases to the Concessionaire the restaurant, lounge, kitchen, kitchen storage, office, and related areas, banquet rooms, an office and patios adjoining the restaurant and banquet facilities within the Maplewood Golf Course Clubhouse located on the north side of Maple Valley Highway (SR 169) at approximately 130th Avenue S.E., a portion of the City’s municipal golf course, which is legally described in Exhibit A attached hereto. The rooms included within the lease are described as rooms 111, 111A, 112, 114, 114A, 114B, 115, 115A, 119, 120, 121, 122A through 122D, 123, 124, and 131 on the floor plan prepared by Calvin Jordan and Associates for the Maplewood Golf Course Clubhouse, which floor plan is incorporated herein by reference as Exhibit B. Said rooms and adjoining patios, excluding fountains, are herein referred to as the "Concession Premises”.

The Concessionaire shall occupy, manage and operate the Concession Premises as a lounge, restaurant and banquet facility and shall also be entitled to access to and use of the hallways and restrooms within the clubhouse for the benefit of its customers and employees. The City further grants the Concessionaire the exclusive right and privilege to sell food and beverage on the golf course and the driving range and shall have the right of access to those facilities to operate vending machines, carts and other means of selling food and beverage, provided that the Concessionaire’s operation does not interfere with regular operation of the golf course and driving range.

The Concessionaire may use the lobby area to accommodate Brunches but must coordinate and have approval of the City/Golf Course Manager. Any decorating of the lobby area must have prior approval of the City, along with a plan as to how any items will be attached. Such approval shall not be unreasonably withheld. The Concessionaire shall be responsible for any damage to the lobby caused by the attachment or removal of decorations or food service operations.

B. TERM and TERMINATION:

Lease and Concession Agreement

(584 11-21–2019)
2. The term of this Agreement shall be for eight (8) years commencing on __________, 2019. The Termination date is ________, 2027.

3. Upon the written mutual agreement of the Parties, this Agreement may be extended for an additional six (6) year term commencing at the expiration of the initial term of this Agreement, upon the same terms, covenants, and provisions provided in this Agreement, or with revisions as the Parties may agree.

4. To exercise the renewal option the Concessionaire must give the City written notice of the Concessionaire’s exercise of the renewal option not less than 365 days prior to the initial term of this Agreement. The City, within thirty (30) days of such notice shall indicate to Concessionaire if the City believes the Concessionaire is in good standing. If the City indicates that the Concessionaire is not in good standing, the City and Concessionaire shall attempt to negotiate a plan to remedy any deficiencies in performance by Concessionaire. If the City doesn’t respond to the notice within the thirty (30) days, it will be deemed to have agreed that Concessionaire is in good standing.

5. DEFAULT OR FAILURE OF CONSIDERATION
The City may terminate this Agreement and take immediate possession of the Concession Premises in the event that the Concessionaire shall have failed to perform any of the covenants or conditions of this Agreement, and such default or deficiency in performance was not remedied by the Concessionaire within thirty (30) days after receiving notice in writing stating the nature of the default or deficiency and the City’s intention to terminate if not corrected.

C. CONSIDERATION
The Concessionaire shall provide to the City the following consideration:

1. Certain services to the public under terms of this Agreement.

2. Payment to the City of the following percentages of gross receipts: for the restaurant/lounge/associated patios and beverage cart, seven percent (7%) up to $775,000.00 annually; six percent (6%) above $775,000.00 annually; and for the banquet facilities, nine percent (9%).

3. Each month, in addition to the monthly rental payment, Concessionaire will remit to the City the Leasehold Excise Tax (LET) in the amount of 12.84%.
D. PAYMENT

1. The term “Gross Receipts” as used herein means all gross revenue received by the Concessionaire for the sale of food, beverage and other products on the Concession Premises and golf course, and off-site catering to other public facilities such as the Community Center or Senior Activity Center. It includes all monies received by the Concessionaire for food, beverages and other products sold to patrons of the lounge, restaurant and banquet facility. However, the term Gross Receipts shall not include tips or charges for Washington State sales tax or other excise taxes imposed by any government imposed directly on the sale of goods or services to be charged to the consumer, although collected by the Concessionaire.

2. Concessionaire shall record all funds which are received in a system which records and identifies the date and amount of each transaction. Records of daily sales shall be submitted to the Administrative Services Department on a monthly basis along with a written statement detailing gross and net receipts, signed by the Concessionaire.

3. Concessionaire shall make payment to the City for each calendar month of operation, said payment being due and payable no later than the twentieth (20th) (“due date”) of the following month, accompanied by the above-described Statement of Gross Receipts. All payments or reports to the City of Renton shall be paid or delivered to: 1055 South Grady Way, Renton, Washington 98057.

4. If any payment specified herein is not paid to the City within ten (10) days after the date specified due date, a late charge of ten percent (10%) of the payment due and unpaid shall be added to the payment as a penalty, and the total sum shall become immediately due and payable. Any amount remaining unpaid 20 days or more late from the Due Date shall bear interest at the rate of one percent (1%) per month from the due date.

E. CITY OBLIGATIONS
The City shall have the following obligations under this Agreement:

1. To replace the banquet facility's rectangular, serpentine and round tables, if destroyed or damaged (unless the damage or destruction was the Concessionaire's fault), in a style to be coordinated with the Concessionaire in sufficient quantity to accommodate a dinner buffet for up to three hundred (300) people.

2. The Parties will meet each year prior to May 31st to address capital improvement projects (CIP) for concessionaire leased premises for the following year.
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- including but not limited to paint, wall repair, carpet, HVAC, lighting, floor coverings, concrete, ceilings, roof and City owned equipment. The schedule will be based upon prioritizing projects critical for business and specific project needs with available City funding and budgeting. The Parties may address the needs through a written addendum. All CIP projects are subject to available City funding and budgeting and may be subject to bid laws and prevailing wages. All CIP projects are at the City’s sole discretion.

a. Concessionaire caused or business caused damages:
The Concessionaire will contact the Golf Course Manager and work with the City on a written repair plan at Concessionaire’s expense.

b. Emergency repairs:
The Concessionaire will be contact the Golf Course Manager and work with the City for all emergency matters.

3. To provide office space to Concessionaire for marketing activities.

4. To provide janitorial service for the driving range, clubhouse common areas, including restrooms, pro shop, golf pro office, and golf course management office.

5. To operate the municipal golf course on a continuous basis, subject to the interruption for inclement weather, earthquakes and other events beyond the City’s control.

6. To provide heating and cooling to the Concession Premises to maintain temperatures within the Concession Premises within a temperature range customary for the use of the Concession Premises during its normal business hours; provided that when the air conditioning is on, the Concessionaire will use its best efforts to keep the doors closed. It is understood that doors may be opened to permit traffic in and out of the restaurant, including the movement of food and equipment, and that where portions of the kitchens are hot notwithstanding the air conditioning, the kitchen door may be opened to provide ventilation and cooling for such areas.

7. To provide utility services to the Concession Premises (i.e., electricity, water, natural gas, sewer, and trash removal).

8. To maintain the clubhouse building, hallways, restrooms, the parking lot, sidewalks, and the grounds surrounding the clubhouse in good repair and attractive condition.
9. To provide and maintain for the use of the Concessionaire, its patrons and employees, the parking lots on the golf course property, which shall be used in common with patrons of the golf course driving range from October through March. Due to parking constraints, April through September it is required that all Maplewood/River Rock staff park in the designated area west of the driving range. To the extent reasonably necessary, the City shall endeavor to remove accumulations of snow and ice from the parking lot and from sidewalks leading to the clubhouse.

F. CONCESSIONAIRE'S OBLIGATIONS
Concessionaire shall perform the following tasks:

1. To provide janitorial services for the lounge, restaurant, marketing office, kitchen, excluding fountain and dumpster area, and banquet facilities according to the standards set forth in Exhibit E attached hereto.

2. To provide all reservation activities associated with the restaurant and banquet facilities, and coordinate with the golf course management so as to not conflict with the golf course activities, particularly parking when there are tournaments or other heavy usage periods. Parking may be a problem if both the golf course and restaurant and banquet facilities have scheduled events. Requirements noted in E9 above will be followed. If problems develop, the Concessionaire and the City will discuss methods of resolving the difficulties. If the Concessionaire and the City cannot come to an agreement, then they will resolve this difficulty through binding arbitration. The parties will attempt to select a single arbitrator to resolve the difficulty, but if they cannot agree on a single arbitrator, then each party will appoint an arbitrator and those two will select a third arbitrator. The decision will be by majority vote. The costs of the arbitration will be equally shared by the City and the Concessionaire.

3. To perform normal and periodic maintenance for the range hood, bar and refrigerator, but repair and replacement shall be the responsibility of the City (and addressed as set forth in Paragraph E (2) above. The Concessionaire acknowledges that the range hood, bar and walk-in refrigerator shall remain the property of the City. The City acknowledges that the kitchen equipment/inventory listed in Exhibit D (will be updated by concessionaire) has been purchased by the Concessionaire.

4. Restaurant Hours:
The restaurant will be open as set forth in Exhibit F attached and incorporated by reference.

5. To provide necessary advertising to publicize the restaurant, lounge, banquet facilities, and joint promotions with the golf course to include external and club
customers, and to establish an advertising program acceptable to and approved by the Golf Course Manager or his/her designee. However, the City shall not unreasonably withhold its approval of an advertising program proposed by the Concessionaire.

6. If Concessionaire wished to utilize a Banquet Tent, Concessionaire shall secure all required City permits after setting up the Banquet Tent. The Tent shall be removed at the time of permit expiration.

7. To operate the beverage cart at least on the following basis: seven (7) days per week during the months of May through Labor Day in September, Friday through Sunday commencing the date after Labor Day through September 30, and Friday through Sunday during the month of April and the Winter Tournament Series events; provided that the beverage cart need not be operational during inclement weather unless there is a scheduled event. The City shall provide gasoline for the operation of the beverage cart, to be paid for by the Concessionaire.

8. At the request of the Concessionaire, the City will assist with the provision of double parking and/or shuttle services for events that may require overflow parking. The Concessionaire staff will be trained to perform these services.

9. To provide seasonal (May through September) patio flowers/pots for the restaurant, bar and banquet patios.

10. To monitor and correct banquet guests actions, should they not abide golf course restrictions, behave in an unacceptable manner, or cause damage to the facility or its grounds.

G. CONCESSIONAIRE'S STAFF
The Concessionaire shall employ competent, courteous and efficient staff in numbers to adequately serve its patrons. All Concessionaire staff members shall, while on duty, be equipped with any apparatus or clothing that may be required by law, ordinance or regulation.

An experienced on-site manager shall be selected and designated as the Concessionaire’s authorized representative who shall oversee all concession operations on the Concession Premises and transmit and receive communications to and from the City.

The on-site manager or designee shall ensure that the following items are addressed in a timely manner:

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1. Have customer service training plan that is in place, including beverage cart training. A City representative or designee will provide concessionaire management with initial beverage cart training and training documents.

2. Communicate and coordinate tournaments and events with City representative or designee for use of the banquet facility.

3. Provide monthly calendar of scheduled events in the banquet facility.

4. Provide a weekly beverage cart schedule in season.

5. Attend, at a minimum, two (2) golf course staff meetings monthly.

6. Notify City representative or designee immediately of any repairs needed that are the City's responsibility, i.e., plumbing, electrical, doors, lighting, etc.

7. Provide City representative with current management team contact information for emergency purposes.

8. Ensure that banquet staff is trained on the use and care of the Audio Visual system.

H. SIGNAGE
All graphics placed upon or affixed to any of the Concession Premises shall be subject to the prior approval of the City or its representative, which approval shall not be unreasonably withheld.

The Concessionaire shall submit detailed plans and secure any needed permits/approvals for all exterior and interior signs. In all cases, signage shall be consistent with City codes.

The Concessionaire must secure prior approval from the City's representative for all exterior decorations. Such approval shall not be unreasonably withheld.

I. CAPITAL IMPROVEMENTS/REMODELING
Concessionaire shall, prior to commencing any alterations, improvements, or construction, submit to the City in writing, plans for alterations, improvements, and construction along with a breakdown of costs for such improvements.

All plans submitted are subject to the approval of the City or its representative prior to commencement of any alteration, improvements or construction. The City agrees to promptly review said plans, and if the alterations, improvements, and construction are
acceptable, to promptly approve the same, and the plans as approved shall be attached to an executed copy of this Agreement and incorporated herein.

All work performed shall be done to the satisfaction of the City’s representative and shall be carried out in a manner that minimizes impact upon the use of the golf course by the public. Concessionaire shall be responsible for obtaining all governmental permits and meeting all code requirements and shall submit copies of the same to the City or its representative prior to commencing any construction on the Concession Premises.

The City or its representative may conduct inspection of any capital improvement work at any time to assure itself that such work is in accordance with the plans approved by the City. In the event any such work is not according to plans as then approved by the City, the City or its representative shall send a Notice of Noncompliance to the Concessionaire. In the event the Concessionaire fails to make corrections within twenty (20) days after the Concessionaire’s receipt of such Notice of Noncompliance, the Department may make whatever corrections are necessary to bring such work into compliance with the plans as approved, and shall charge the Concessionaire for all costs of such corrective work.

Concessionaire shall, prior to commencement of any construction work, provide payment and performance bond(s) in form(s) approved by the City Attorney, payable to the City in the full and just value of such capital improvements, conditioned that all provisions of this Agreement relating to capital improvements shall be faithfully performed by the Concessionaire, or the surety, if required.

Concessionaire shall furnish the City with a complete set of reproducible 24” x 36” Mylar drawings reflecting the final “as-built” condition of all capital improvements within thirty (30) days after completion of the construction. Concessionaire shall furnish to the City copies of all operating manuals, equipment brochures, paint schedules, and material brochures for such improvements.

Concessionaire will use recycled products whenever possible.

All alterations, fixtures and tenant improvements, and construction shall become the property of the City upon termination or expiration of this Agreement and shall be installed solely at the Concessionaire’s expense unless the City expressly agrees in writing to contribute toward the costs thereof. The Concessionaire shall not be required to remove or pay the cost of removal of any approved and accepted alterations, fixtures, or tenant improvements at the expiration or earlier termination of this Agreement. The kitchen equipment which is the personal property of the
AGENDA ITEM #1. a)

Concessionaire, including, without limitation, the equipment listed on Exhibit D, shall not be considered “fixtures” for the purpose of this paragraph.

The value of tenant provided improvements is subject to leasehold excise tax (LET). Concessionaire will submit documentation of the value of tenant provided improvements and in addition to the monthly rental payment and monthly LET, Concessionaire will remit to the City the Leasehold Excise Tax (LET) in the amount of 12.84% for the value of tenant provided improvements.

J. UTILITIES

Concessionaire shall pay for all utilities associated with the operation of the Concession Premises. The Concessionaire shall install and maintain a private telephone to serve the Concession Premises. The City may decide to install secondary metering for electricity. The Concessionaire shall be billed the prorated share of electrical costs, as follows:

Cost sharing formula without the booster pump station in operation:

<table>
<thead>
<tr>
<th>Customer charge</th>
<th>Split 50%/50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand charge</td>
<td>Golf course-35%/ concess.-65%</td>
</tr>
<tr>
<td>Kilowatt charge</td>
<td>Golf course-37%/concess.-63%</td>
</tr>
</tbody>
</table>

With Booster Pump Station in operation, the Concessionaire will pay the following:

<table>
<thead>
<tr>
<th>Customer charge</th>
<th>25% of total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demand charge</td>
<td>65% of 170 (kilowatts)</td>
</tr>
<tr>
<td>Energy charge</td>
<td>63% of remaining 30% balance</td>
</tr>
</tbody>
</table>

The City of Renton and Concessionaire will split 50/50 year round the water and sewer utility costs for the Maplewood Clubhouse. The City will be responsible for twenty-five percent (25%) of the natural gas expenses (year round) for the Maplewood Clubhouse. The Concessionaire will be responsible for the remaining seventy-five percent (75%) (year round) of the natural gas billings for the Clubhouse. If there is a significant variation in costs for utilities, the City and Concessionaire will revisit these percentages and costs.

If any payment due under this clause is not paid to the City within ten (10) days after the date specified on the utility invoice provided by the City, a late charge of ten percent (10%) of the payment due and unpaid shall be added to the payment as a penalty, and the total sum shall become immediately due and payable. Any amount remaining unpaid 20 days or more late from the due date shall bear interest at the rate of one percent (1%) per month from the due date.

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K. **TAXES/FEES**
The Concessionaire shall pay, before delinquency, all fees, charges, and costs arising out of the Concessionaire’s use and occupancy of the Concession Premises including, but not limited to, charges imposed for governmental inspections or examinations, license and excise fees, taxes on personal property of the Concessionaire and on the leasehold interest created by this Agreement.

L. **EQUALITY OF TREATMENT**
Concessionaire shall conduct its business in a manner which assures fair, equal and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, sexual orientation, marital status, age, or national origin. No person shall be refused service, be given discriminatory treatment or be denied any privilege, use of facilities, or participation in activities on the Concession Premises on account of race, color, religion, sex, sexual orientation, marital status, age, or national origin. Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

M. **NONDISCRIMINATION**
Concessionaire shall comply with all applicable Federal, State, County, and City laws, ordinances, rules and regulations regarding nondiscrimination in employment, the provision of services to the public in a nondiscriminatory manner, including, but not limited to, the provisions of the City of Renton Fair Practices Policy as attached hereto and incorporated herein by this reference.

The City shall be responsible for making any structural changes to the building and Concession Premises required by the Americans with Disabilities Act (ADA). The Concessionaire shall be responsible for complying with the ADA with respect to any subsequent improvements installed by the Concessionaire, the placement of furniture and furnishings, and the Concessionaire’s operations.

N. **ALL RISK INSURANCE**
During the term of this Agreement and any extension thereof, the City shall maintain an insurance policy on the clubhouse building in the amount of the replacement cost of the clubhouse building, including the Concession Premises, restrooms and hallways, for damage from fire, earthquake and other perils. Said insurance policy shall also insure the replacement value of the kitchen equipment and banquet tables and chairs provided by the City pursuant to paragraph E.1 above. The Concessionaire shall reimburse the City annually fifty percent (50%) of the premium charged to the City for such fire and hazard insurance policy. The proceeds on a claim against said insurance policy for damage to the clubhouse building, Concession Premises or personal property.
provided by the City shall be used to repair damage to the clubhouse building and the
Concession Premises and to repair or replace any damaged personal property provided
by the City.

The Concessionaire shall be responsible for maintaining its own fire and hazard
insurance on personal property and leasehold improvements placed within the
Concession Premises by the Concessionaire.

O. ALL-RISK LIABILITY INSURANCE – See Exhibit C
The Concessionaire shall secure and maintain for the duration of the Agreement,
insurance against claims for injuries to persons or damage to property which may arise
from or in connection with the Concessionaire’s operation and use of the leased
premises.

Minimum Scope of Insurance
Concessionaire shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services
   Office (ISO) occurrence form CG 00 01 and shall cover premises, products/completed
   operations, broad form property damage, independent contractors, personal
   injury/advertising liability, and contractual liability. The City shall be named as an
   additional insured on Concessionaire’s Commercial General Liability insurance policy
   using ISO Additional Insured-Managers or Lessors of Concession Premises Form CG 20
   11, or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on all risk basis.

3. Automobile Liability insurance covering all owned, non-owned, hired and
   leased vehicles. Coverage shall be written on insurance services office (ISO) form CA
   00 01 or a substitute form providing equivalent liability coverage.

Minimum Amounts of Insurance
Concessionaire shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than
   one million dollars and no cents ($1,000,000.00) each occurrence, two million dollars
   and no cents ($2,000,000.00) general aggregate.

2. Property insurance shall be written covering the full value of Concessionaire’s
   property and improvements with no coinsurance provisions.
3. **Automobile Liability insurance** shall be written with a minimum combined single limit for bodily injury and property damage of one million dollars and no cents ($1,000,000.00) per accident.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Concessionaire’s insurance coverage shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Concessionaire’s insurance and shall not contribute to it.

2. The Concessionaire’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**Verification of Coverage**

Concessionaire shall furnish the City with original certificates and a copy of the amendatory endorsement, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Concessionaire.

**Waiver of Subrogation**

Concessionaire and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises of said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**City’s Property Insurance**

City shall purchase and maintain during the term of this Agreement all-risk property insurance covering the building for their full replacement value without any coinsurance provisions.

**P. INDEMNITY**

Concessionaire will indemnify, defend, and hold harmless the City and its respective officials, officers, employees, agents, attorneys, and assigns from and against all actions, causes of action, liabilities, claims, suit, penalties, fines, judgments, liens,
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awards, and damages of any kind whatsoever (hereinafter “Claims”), for injury to or death of any person (including without limitation claims brought by invitees of Concessionaire or employees, or invitees of any Contractor of Concessionaire or damage to or loss of any property or clean-up of any discharge or release by Concessionaire or any Contractor of Concessionaire, and expenses, costs of litigation, and reasonable attorneys’ fees related thereto, or incident to establishing the right to indemnification, to the extent such Claims arise out of or are in any way related to this Agreement or the presence on the Concession Premises of Concessionaire, any Contractor of Concessionaire or such Contractor’s employees or invitees. Concessionaire expressly waives any immunity under industrial insurance whether arising from Title 51 of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this paragraph. In the event that Concessionaire is successful in proving that the foregoing indemnity is limited by RCW 4.24.115, Concessionaire shall defend, indemnify and hold harmless the indemnities to the full extent allowed by RCW 4.24.115. In no event shall Concessionaire’s obligations hereunder be limited to the extent of any insurance available to it.

The City will indemnify, defend, and hold harmless the Concessionaire and its respective officers, employees, agents, attorneys, and assigns from and against all actions, causes of action, liabilities, claims, suit, penalties, fines, judgments, liens, awards, and damages of any kind whatsoever (hereinafter “Claims”), for injury to or death of any person (including without limitation claims brought by invitees of City, or invitees of any Contractor of City or damage to or loss of any property or clean-up of any discharge or release by City or any Contractor of City, and expenses, costs of litigation, and reasonable attorneys’ fees related thereto, or incident to establishing the right to indemnification, to the extent such Claims arise out of or are in any way related to this Agreement or to any acts or omissions of the City, any Contractor of the City or such Contractor’s employees or invitees. The City expressly waives any immunity under industrial insurance whether arising from Title 51 of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this paragraph. In the event that the City is successful in proving that the foregoing indemnity is limited by RCW 4.24.115, the City shall defend, indemnify and hold harmless the indemnities to the full extent allowed by RCW 4.24.115. In no event shall City’s obligations hereunder be limited to the extent of any insurance available to it.

Neither indemnity obligation shall apply in cases of the sole negligence or wrongful misconduct of the indemnitee.

Q. MUTUAL RELEASE AND WAIVER
The Concessionaire and City shall not assign to any insurance company any right or cause of action for damages which the parties now have or may subsequently acquire
against the other party during the term of this Agreement, and shall waive all rights or subrogation for such damage.

R. STANDARDS
Concessionaire recognizes that although it is operating its facilities as an independent operator for profit, the City is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. The Concessionaire, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this recreational facility.

Concessionaire shall operate and conduct the facilities in the Concession Premises in a businesslike manner, and will not permit any illegal acts or conduct on the part of the Concessionaire’s employees which would be detrimental to the City’s operation of the Maplewood Golf Course.

Concessionaire will not conduct, or allow to be conducted, activities that generate excessive noise or light or otherwise create a nuisance to the surrounding neighborhoods. Once informed by the City that it believes such activity is occurring, or that it has been receiving reasonable complaints from the neighborhood, the City and Concessionaire will meet to try and arrive at a method of operation by Concessionaire that will eliminate, or sufficiently ameliorate the problems. The City retains the right under its police power, or under its ownership interest of the property, to direct Concessionaire to make changes in its methods of operation that will eliminate conduct or activities that the City reasonably believes creates a nuisance.

S. CONTINUOUS OPERATION
Concessionaire shall keep the Concession Premises open and use them to transact business with the public on a continuous basis during hours listed in Exhibit F and Section F. 7 above. Subject to the prior written approval of the City, the Concessionaire may close the Concession Premises or any portion thereof for a reasonable period for repairs or remodeling, for taking inventory, or to accommodate the construction by the City of public improvements, provided that a written notice of such impending closure is posted in a conspicuous place on the Concession Premises or any portion thereof in an emergency without the approval of the City. In the case of an emergency, the City reserves and retains the right to close the Concessionaire’s operation or any portion thereof if necessary to prevent harm caused by the emergency. This closure shall not continue longer than the least amount of time necessary to prevent such harm.
T. COMPLIANCE WITH LAWS
Concessionaire shall comply with all applicable Federal or State laws and City ordinances, and with applicable Federal, State, City and local directions, rules and regulations.

U. UNUSABILITY
In the event the Concession Premises or the clubhouse building is damaged by fire, flood, earthquake, act of war or other casualty, the City shall promptly repair the same, provided that if the peril causing the damage is not covered by insurance on the building and Concession Premises required to be maintained by the City pursuant to paragraph N above, then the City may terminate this Agreement by giving written notice to the Concessionaire within thirty (30) days of the date of the damage. If the damages interfere with the operation of the restaurant lounge or banquet facility operations, the Concessionaire’s obligation to make payments to the City shall abate until the repairs are completed and the term of this Agreement shall be extended by the number of days equal to the duration of time from the date of the damage to the date of completion of the repairs.

V. SURRENDER OF PREMISES AND REMOVAL OF CONCESSIONAIRE’S PROPERTY

1. Upon termination or expiration of this Agreement, the Concessionaire shall surrender the Concession Premises to the City and promptly surrender and deliver to the City all keys that it may have to any and all parts of the Concession Premises.

2. The Concession Premises shall be surrendered to the City in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with concurrence of the City, and property damage by fire and other perils insured in contracts or policies of all risk insurance.

3. Within thirty (30) days after the termination of this Agreement or the expiration of its term, Concessionaire shall remove from the Concession Premises, at its sole expense, all equipment, furnishings, and other personal property owned and placed in or on the Concession Premises by the Concessionaire, but not including the range hood, freezer, walk-in cooler, and bar.

4. In the event that after termination or expiration of this Agreement, the Concessionaire has not removed its equipment, furnishings, and other personal property within the time allowed, the City may, but need not, remove said personal property and hold it for the owners thereof, or place the same in storage, all at the expense and risk of the owners thereof, and the Concessionaire shall reimburse the City for any expenses incurred by the City in connection with such removal and storage.
AGENDA ITEM #1. a)

The City shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of sale, second to payment of any charges for storage, and third to the payment of any other amounts which may then be due from Concessionaire to the City, and the balance, if any, shall be paid to the Concessionaire.

W. LIENS AND ENCUMBRANCES
Concessionaire shall keep the Concession Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Concession Premises. At the City's request, Concessionaire shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Concession Premises if not paid.

X. ENTRY
The City's representative may enter the Concession Premises during normal operating hours for the purpose of inspecting or repairing the same except in the case of emergency where Golf Course Manager or Designee may enter at any time. This right of entry shall impose no obligation upon the City to make inspections to ascertain the condition of the Concession Premises in addition to the City's responsibility to conduct annual inspections.

City staff shall conduct interactions with Concessionaire and concessionaire employees in a professional manner.

City staff shall conduct all non-emergency communications with concessionaire via owner's representative and shall have a business purpose to enter the premises intended for concessionaire operations unless entering as a customer of the concessionaire.

City staff shall consult with concessionaire prior to any alterations to the physical environment in which concessionaire conducts business (heating, cooling, temporary décor, entry/exit, etc.).

Y. ACCESS TO BOOKS AND RECORDS; CASH RECEIPTS
The Concessionaire shall provide basic financial statements on a monthly basis to the City. The basic financial report shall include a detailed income statement that provides detail sales, costs of sales, wages/benefits, operating expenses, administrative expenses, internal corporate payments, and depreciation/amortization; a statement of cash flow; monthly Business and Occupation Tax return filed with the State of
AGENDA ITEM #1. a)  

Washington; and a structured balance sheet that show changes in each owners’ equity position. Additionally, the Concessionaire shall provide the City with annual financial statements accompanied by its federal income tax return, with all applicable schedules, within one hundred eighty (180) days of each fiscal year end.

The Concessionaire shall retain all books and records supporting the above financial reports and transactions covered by this Agreement for a period of four (4) years after the end of its fiscal year. The City shall have the right, with reasonable notice, to examine and inspect books and records of the Concessionaire to determine compliance with the provisions of this Agreement. Concessionaire shall record all sales in a point of sale system approved by the City that records and identifies the date type of sale, and the amount of each transaction.

The Concessionaire is required to able to fulfill its obligation under this Agreement and maintain sufficient liquidity for the ongoing operations.

Z. APPROVAL OF MENUS AND PRICING.

1. Menus will be established and revised by Concessionaire. Any change in the food genre/overall type or style of food served requires written approval of the City’s representative.

2. Pricing at current market prices will be established and revised as needed. Once established, the Concessionaire may not change the prices to more than a reasonable market value based upon market conditions without the written approval of the City’s representative.

AA. DELIVERIES
All deliveries are to be made prior to 11:00 a.m. Deliveries made after 11:00 a.m., are restricted to the southeast portion of the building in order to minimize the impact to the golfers. Any damage done to the turf or City property by delivery drivers must be repaired at Concessionaire’s or Concessionaire’s vendor’s expense.

BB. ASSIGNMENT OF AGREEMENT
Concessionaire acknowledges that the City has a legitimate interest in the type and quality of Concessionaires subject to this Agreement. The provisions of this agreement pertaining to renewal options and other improvements are personal to the Concessionaire named in this Agreement and may not be transferred. Concessionaire
shall not assign or transfer this Agreement nor otherwise convey any right or privilege granted hereunder or any part of the Concession Premises unless the written consent of the City be first obtained, which consent shall not be unreasonably withheld. Neither this Agreement nor any right, privilege or interest therein or thereunder shall be transferable by operation of law or by any process or proceeding of any court.

Notwithstanding the forgoing the parties acknowledge Concessionaire may sell the business and transfer this Agreement to a qualified Subsequent Concessionaire subject to the written approval of the City.

The City may condition the approval subject to but not limited to the following:

1. The City may require minimum personal guaranty and working capital provisions to fulfill its obligation under this Agreement and maintain sufficient liquidity for the ongoing operation, as follows:

   a. Personal Guarantee: The City may establish a Minimum Personal Guarantee at an amount determined at the sole discretion of the City.
      For example in LAG-15-002 the previous Concessionaire Agreement the Concessionaire provided a personal guaranty for its obligation under the Agreement in the guaranty amount of two hundred thousand dollars and no cents ($200,000.00) which consisted of one (1) year lease payment inclusive of leasehold tax at one hundred forty thousand and no cents ($140,000) based on 2014 operating income plus one (1) year utility expenses averaging around $60,000 per year.

      The Parties may agree that upon completion of a set period of time that the Personal Guarantee will be reviewed annually by both the City and Concessionaire for adjustments.

   b. Working Capital: The City may establish a Minimum Working Capital at an amount and duration determined at the sole discretion of the City.

      For example: In LAG-15-002 the previous Concessionaire Agreement the Concessionaire provided Concessionaire was required to maintain working capital in the form of cash or cash equivalent in the amount not less than seventy-five thousand dollars and no cents ($75,000.00) by no later than six (6) months after the effective date of the Agreement.
2. The City may require Minimum Qualifications of Subsequent Concessionaire including but not limited to:

   a) Proof of business operational capability
   b) 3-5 years Profit and Loss from recent business activities
   c) Credit history- Score – Bankruptcy History
   d) Type of Restaurant experience – genre, location, size etc.
   e) Provide a two (2) year business/marketing plan, including Customer Service approach.
   f) other conditions set at the sole discretion of the City.

CC. MODIFICATION
The parties hereto reserve the right to amend this Agreement from time to time as may be mutually agreed. No amendment hereto shall be effective unless written and signed by authorized representatives of the parties hereto.

DD. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its proper officers duly authorized this ____ day of ________________, 2019, and the Concessionaire has hereunto set its hand.

CONCESSIONAIRE

Northwest Restaurant Experience, Inc.

By: John B. Barks
Its: President

THE CITY OF RENTON

By: Denis Law, Mayor

ATTEST BY:

Jason A. Seth, City Clerk

Lease and Concession Agreement  (584 11-21-2019)
AGENDA ITEM #1. a)
AGENDA ITEM #1. a)

LAG-19-____

Approved as to form:

______________________________
Shane Moloney, City Attorney
AGENDA ITEM #1.  a)

Lease and Concession Agreement
(584 11-21-2019)

21
EXHIBITS

EXHIBIT A. Legal Description

LEGAL DESCRIPTION OF THE MAPLEWOOD GOLF AND COUNTY CLUB, as described in the attached Statutory Warranty Deed. – Exhibit A pages 1, 2, 3, and 4. The rooms included within the lease are described as rooms 111, 111A, 112, 114, 114A, 114B, 115, 115A, 119, 120, 121, 122A through 122D, 123, 124, and 131 on the floor plan prepared by Calvin Jordan and Associates for the Maplewood Golf Course Clubhouse, which floor plan is incorporated herein by reference as Exhibit B.

EXHIBIT B. Maplewood Golf Course Club House Floor plan

EXHIBIT C. Insurance

EXHIBIT D. Equipment Inventory

EXHIBIT E. Janitorial Standards

EXHIBIT F. Hours of Operation.
EXHIBIT A

LEGAL DESCRIPTION OF THE MAPLEWOOD GOLF AND COUNTRY CLUB, as described in the attached Statutory Warranty Deed. See Exhibit A, pages 1, 2, 3, and 4.

Exhibit A attached hereto. The rooms included within the lease are described as rooms 111, 111A, 112, 114, 114A, 114B, 115, 115A, 119, 120, 121, 122A through 122D, 123, 124, and 131 on the floor plan prepared by Calvin Jordan and Associates for the Maplewood Golf Course Clubhouse, which floor plan is incorporated herein by reference as Exhibit B.
AGENDA ITEM #1. a)
AGENDA ITEM #1. a) MAPLEWOOD GOLF AND COUNTRY CLUB, a Washington corporation, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, convey(s) and warrant(s) to THE CITY OF RENTON, a Washington municipal corporation, the following described real estate, situated in King County, State of Washington:

PARCEL A:
The southwest quarter of the southwest quarter of the southwest quarter of Section 15, Township 23 North, Range 5 east, W.M., in King County, Washington.

Except that portion lying within the following described tract:

Commencing at the northwest corner of Section 22, Township 23 North, Range 5 east, W.M., in King County, Washington; thence south 87°59'20" east 147 feet to the point of beginning; thence north 27°37'50" east 72.02 feet; thence south 57°47'10" east 129.38 feet; thence south 27°37'50" west 136.17 feet; thence north 57°47'10" west 118 feet, more or less, to the centerline of existing creek; thence northerly along the centerline of said creek 85 feet, more or less, to a point which bears north 57°47'10" west from the point of beginning; thence south 57°47'10" east 23 feet, more or less, to the point of beginning.

PARCEL B:
That portion of Government Lot 6, Section 16, Township 23 north, Range 5 east, W.M., in King County, Washington, lying northeasterly of the northeasterly line of the plat of Maplewood Division No. 2, according to the plat recorded in Volume 39 of Plats, Page 39, in King County, Washington, as extended northwesterly across the right-of-way of the Defense Plant Corporation as indicated by dotted lines on the plat of Maplewood Div. No. 2, and southeasterly of the northwesterly line of Defense Plant Corporation right-of-way; ALSO

The southeast quarter of the southeast quarter of Section 16, Township 23 north, Range 5 east, W.M., in King County, Washington;
AGENDA ITEM #1. a)
Except that portion platted as Maplewood Div. No. 2, according to the plat recorded in Volume 39 of Plats, Page 39, in King County, Washington.

Parcel C:

That portion of Government Lot 1, Section 21, Township 23 north, range 5 east, W.M., in King County, Washington, lying northerly of State Highway No. 5; except that portion platted as Maplewood Div. No. 2, according to the plat recorded in Volume 39 of Plats, Page 39, in King County, Washington.

Parcel D:

That portion of the northwest quarter of the northwest quarter and of Government Lot 10 in Section 22, Township 23 north, range 5 east, W.M., in King County, Washington, lying northerly of State Highway No. 5 and lying northerly of the Pacific Coast Coal Railroad right-of-way;

Together with that portion of County Road No. 1140, vacated by order entered October 16, 1939 in Volume 38 of Commissioner's Records, page 7;

Except that portion thereof described as follows:

Commencing at the northwest corner of Section 22, Township 23 north, range 5 east, W.M., in King County, Washington; thence south 87°59'20" east 147 feet to the point of beginning; thence north 27°37'50" east 72.02 feet; thence south 57°47'10" east 129.38 feet; thence south 27°37'50" west 136.17 feet; thence north 57°47'10" west 113 feet, more or less, to the centerline of existing creek; thence northerly along the centerline of said creek 85 feet, more or less, to a point which bears north 57°47'10" west from the point of beginning; thence south 57°47'10" east 23 feet, more or less, to the point of beginning.

Parcel E:

Government Lot 6 of Section 22, Township 23 north, range 5 east, W.M., in King County, Washington;

Except that portion thereof described as follows:

Beginning at the north quarter corner of said section; thence south 1°08'21" west along the north and south centerline of said Section 30.00 feet; thence north 87°59'20" west 150.51 feet to the beginning of a curve to the right with a radius of 330.00 feet; thence westerly along said curve through a central angle of 24°37'12" an arc distance of 141.80 feet to intersect the north line of
AGENDA ITEM #1. a)
said section; thence south 37°59'20" east 287.53 feet to the point of beginning.

PARCEL F:

South half of the south half of the northwest quarter of the southwest quarter of the southwest quarter of Section 15, Township 23 north, range 5 east, W.M., in King County, Washington.

SUBJECT TO:

1. Rights claimed under deeds recorded under King County Recording Nos. 3413714 and 4660;

2. Easements recorded under King County Recording Nos. 1971852, 3332114, 4427279, 4427281, 5743790, 5275717, 5155315, 5913518, 7609030618, 7703030695, 7305100471, 7703030696 and 7809071072, and 7809071068;

3. Easements established by proceedings in King County Superior Court Cause Nos. 486190, 499210 and 748;

4. Reservations contained in instrument recorded under King County Recording No. 241250;

5. Questions that may arise due to the shifting or change in the course of the Cedar River or the unnamed creek on the premises, or right of the State of Washington in and to that portion of the premises, if any, lying in the old and new beds of the Cedar River;

6. Agreement recorded under King County Recording No. 7502140608.


MAPLEWOOD GOLF AND COUNTRY CLUB, a Washington corporation

By [Signature]
President

By [Signature]
Secretary

STATUTORY WARRANTY DEED
PAGE 3
AGENDA ITEM #1. a)
STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Louis Paret, and John W. Dobson, to me known to be the President and Secretary, respectively, of MAPLEWOOD GOLF AND COUNTRY CLUB, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the instrument.


[Signature]
Notary Public in and for the State of Washington, residing at Renton.
AGENDA ITEM #1. a)
AGENDA ITEM #1. a)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bell Anderson Agency, Inc.
600 SW 39th St, Suite 200
Renton WA 98057

CONTACT NAME: Nicole Siegfried
PHONE (ACL, No. Ext): (425) 291-5200
FAX (ACL, No.): (425) 291-5100
ADDRESS: nicole@bell-anderson.com

INSURED
Northwest Restaurant Experience Inc., DBA: River Rock Grill and
4050 Maple Valley Hwy
Renton WA 98057

INSURER(S) AFFORDING COVERAGE
INSURER A: Mutual Of Enumclaw Insurance Co 14761

COVERAGES
CERTIFICATE NUMBER: CL19735676

REVISION NUMBER:

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<th>[ADDITIONAL] INSURED</th>
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<td>EXCESS LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is additional insured per the attached endorsement #BP0407 0713.

CERTIFICATE HOLDER
City of Renton
1055 S. Grady Way
Renton WA 98057

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
AGENDA ITEM #1. a)
This endorsement changes the policy. Please read it carefully.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF RENTON

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any state or governmental agency or subdivision or political subdivision shown in the Schedule is also an additional insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decoration and similar exposures;

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.
AGENDA ITEM #1. a)
EXHIBIT D

Equipment Inventory – Northwest Restaurant Experience, Inc.

The following is a list of the equipment owned by Northwest Restaurant Experience, Inc.

*From Original Acquisition*

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<th>Quantity</th>
<th>Description</th>
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<tr>
<td>2</td>
<td>Beer/Keg Coolers</td>
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<td>Flat Screen TVs</td>
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<td>2</td>
<td>POS Terminals</td>
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<tr>
<td>2 POS</td>
<td>Thermal Printers</td>
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<tr>
<td>50</td>
<td>Beer Pints</td>
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<tr>
<td>50</td>
<td>Well Glasses</td>
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<tr>
<td>20</td>
<td>Wine Glasses</td>
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<tr>
<td>12</td>
<td>Pitchers</td>
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<tr>
<td>10</td>
<td>Carafes</td>
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<tr>
<td>30</td>
<td>Bar Plates/Saucers</td>
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<td>Chairs/Tall</td>
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<td>30</td>
<td>Bar Chairs</td>
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<td>36</td>
<td>Pepper Shakers</td>
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<td>36</td>
<td>Salt Shakers</td>
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<tr>
<td>5 Sugar Caddies</td>
<td>75 Dinner Menus</td>
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<td>10 Lunch Menus</td>
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<tr>
<td>3 Wall Mirrors</td>
<td>27 Dining Tables</td>
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<td>Forks</td>
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<tr>
<td>Knives</td>
<td>Teaspoons</td>
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<td>Tablespoons</td>
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<td>26 Salt Shakers</td>
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<td>Saucer Plates</td>
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<tr>
<td>12 Plastic Bus Tubs</td>
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</tr>
<tr>
<td>60 Stainless Steel Hotel Pan Full 4” Deep</td>
<td>75 Stainless Steel Hotel Pan Full 2” Deep</td>
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<tr>
<td>40 Stainless Steel Steam Table Half 2 1/2” Deep</td>
<td>60 Stainless Steel ¼ Pan Liners</td>
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<td>80 Stainless Steel 1/6 Steam Table Liner</td>
<td>32 Full Size PTL Deep Steam Table Pan Liner</td>
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<tr>
<td>83 Full Size Aluminum Sheet Pans</td>
<td>4 Stock Pots</td>
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<tr>
<td>42 Regular Size Sautéing Pans</td>
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<tr>
<td>6 Large Sautéing Pans</td>
<td>16 Sauce Pan- Various Sizes</td>
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<tr>
<td>4 Frying Baskets</td>
<td></td>
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<tr>
<td>2 Deep Fryers</td>
<td>4 Silverware Racks</td>
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<tr>
<td>60 Steak Knives</td>
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AGENDA ITEM #1. a)
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>18 Ladles</td>
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<tr>
<td>2 Ice Machines</td>
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<tr>
<td>2 Ingredient Bins</td>
</tr>
<tr>
<td>1 Full Size Grill</td>
</tr>
<tr>
<td>1 Flat Grill</td>
</tr>
<tr>
<td>1 Convection Oven</td>
</tr>
<tr>
<td>1 Hot Holding Unit for Soup</td>
</tr>
<tr>
<td>1 Meat Slicer</td>
</tr>
<tr>
<td>2 Walk-in Coolers</td>
</tr>
<tr>
<td>688 Serving Utensils</td>
</tr>
<tr>
<td>120 16oz Pints</td>
</tr>
<tr>
<td>35 Chafing Dishes</td>
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<tr>
<td>Banquet Goblets</td>
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<tr>
<td>Banquet Knives</td>
</tr>
<tr>
<td>Banquet Carafes</td>
</tr>
<tr>
<td>20 Big Banquet Mirror Displays</td>
</tr>
<tr>
<td>22 Server Trays</td>
</tr>
<tr>
<td>4 Heat Lamps</td>
</tr>
<tr>
<td>2 Silver Punch Bowls</td>
</tr>
<tr>
<td>12 Ash Trays</td>
</tr>
<tr>
<td>24 Sugar Caddies</td>
</tr>
<tr>
<td>20 Mirror Tiles</td>
</tr>
<tr>
<td>4 Easels</td>
</tr>
<tr>
<td>3 Coat Racks</td>
</tr>
<tr>
<td>60 Crab Crackers</td>
</tr>
<tr>
<td>1 Host Stand</td>
</tr>
<tr>
<td>1 Ottoman</td>
</tr>
<tr>
<td>1 Big Round Table</td>
</tr>
<tr>
<td>6 High Chairs</td>
</tr>
<tr>
<td>1 Fax Machine</td>
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AGENDA ITEM #1. a)
<table>
<thead>
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<tbody>
<tr>
<td>4 Office Chairs</td>
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<tr>
<td>Clean Dish Table</td>
</tr>
<tr>
<td>Disposer</td>
</tr>
<tr>
<td>Pot Sink</td>
</tr>
<tr>
<td>3-Tier Boxed Syrup Rack</td>
</tr>
<tr>
<td>Keg Rack</td>
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<tr>
<td>Single Tier Table Mounted Shelf</td>
</tr>
<tr>
<td>Single Tier Table Mounted Shelf</td>
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<tr>
<td>Work Table</td>
</tr>
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<td>Work Table</td>
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<tr>
<td>Pizza Oven</td>
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<tr>
<td>Fryer Battery</td>
</tr>
<tr>
<td>Drop-in Sink 10”</td>
</tr>
<tr>
<td>Microwave Oven</td>
</tr>
<tr>
<td>Drop-in Ice Cream Cabinet</td>
</tr>
<tr>
<td>Beer Dispenser</td>
</tr>
<tr>
<td>Drop-In Sink</td>
</tr>
<tr>
<td>4-Tier Liquor Shelving</td>
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<tr>
<td>12” Swing Faucet</td>
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<tr>
<td>Microwave Oven</td>
</tr>
<tr>
<td>Ice Machine</td>
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<tr>
<td>Faucet with Aerator</td>
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<tr>
<td>2 Roll-In Racks</td>
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<td>Add-A-Broiler Top</td>
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EXHIBIT D – Lease and Concession Agreement Page 3 of 5
AGENDA ITEM #1. a)
<table>
<thead>
<tr>
<th>Year</th>
<th>Item</th>
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<tr>
<td>2015</td>
<td>Clover</td>
<td>7500</td>
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<tr>
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<td>Bar Stools</td>
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<td></td>
<td>Table tops</td>
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<td></td>
<td>Bar Chairs</td>
<td>2000</td>
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<tr>
<td></td>
<td>Bar cooler</td>
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<td></td>
<td>Fryers</td>
<td>2300</td>
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<tr>
<td></td>
<td>Refrigeration drawer</td>
<td>3500</td>
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<tr>
<td></td>
<td>Patio Bar</td>
<td>700</td>
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<td></td>
<td>Toasters</td>
<td>525</td>
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<td></td>
<td>Squarehead Pan</td>
<td>350</td>
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<td></td>
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<tr>
<td>2016</td>
<td>Computers</td>
<td>2800</td>
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<td></td>
<td>Convection Oven</td>
<td>5200</td>
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<td></td>
<td>TV for bar</td>
<td>600</td>
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<td></td>
<td>Phones</td>
<td>200</td>
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<tr>
<td></td>
<td>Printer</td>
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<td></td>
<td>Bus Station</td>
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<td></td>
<td>Hot Dog Machine</td>
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<td></td>
<td>Beverage Cart</td>
<td>4800</td>
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<td></td>
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<tr>
<td>2017</td>
<td>Freezer</td>
<td>34000</td>
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<tr>
<td></td>
<td>Wine cooler</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>Center Island Refrigeration</td>
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<tr>
<td></td>
<td>BOSE System for Dining Room</td>
<td>375</td>
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<td></td>
<td>Décor</td>
<td>325</td>
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<td>2018</td>
<td>Trash Cart</td>
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<td></td>
<td>Chef computer</td>
<td>600</td>
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<td></td>
<td>Keg Cooler upgrade</td>
<td>800</td>
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<td></td>
<td>Steamer</td>
<td>13700</td>
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<td></td>
<td>Microwave</td>
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<td></td>
<td>Freezer Sprinkler</td>
<td>1500</td>
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<td></td>
<td>Wall Cabinet</td>
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</table>

$108,270.00

AGENDA ITEM #1. a)
AGENDA ITEM #1. a)
AGENDA ITEM #1. a)

Equipment Inventory – City of Renton

The following is a list of the equipment owned by the City of Renton

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 In-Ceiling Speakers with Transformers</td>
<td>All Wall Plates, Ports, Jacks &amp; Wiring</td>
</tr>
<tr>
<td>TOA Digital Pre-Amp Mixer</td>
<td>TOA Remote Switch Panels for Inputs</td>
</tr>
<tr>
<td>All Microphone Input / Output Modules</td>
<td>TOA Wall Rack Mount</td>
</tr>
<tr>
<td>2 TOA UHF Wireless Tuners</td>
<td>3 Wireless Hand-Held Microphones</td>
</tr>
<tr>
<td>4 TOA Wireless Tuner Modules</td>
<td>Wireless Transmitter for Lapel Microphone</td>
</tr>
<tr>
<td>1 TOA Unidirectional lapel Microphone</td>
<td>DA-Lite 9’ X 12’ Recessed Electric Screen</td>
</tr>
<tr>
<td>NEC Projector – Ceiling Mount</td>
<td>Liteshow Wireless Adapter</td>
</tr>
<tr>
<td>All Cabling, Installation &amp; Permits</td>
<td></td>
</tr>
</tbody>
</table>

EXHIBIT D – Lease and Concession Agreement Page 5 of 5
AGENDA ITEM #1. a)
AGENDA ITEM #1. a)

EXHIBIT E

MAPLEWOOD GOLF COURSE CLUBHOUSE

LEASE AND CONCESSION AGREEMENT

Janitorial Standards for Concessionaire

Concessionaire shall at all times and at no expense to the Board, keep the Concession Premises in a neat, clean, safe and sanitary condition. The concessionaire shall at all times keep the glass of all windows and doors clean and presentable (both interior and exterior); furnish all cleaning supplies, materials and equipment needed to operate the Concession Premises in the manner prescribed in this Agreement; and provide all necessary janitorial service to adequately maintain the Concession Premises on the frequency schedule made part of this Exhibit, which by this reference is incorporated herein.

The Board through its representative shall conduct periodic inspections of the Premises and shall notify the Concessionaire in writing to make changes in maintenance methods and/or to make immediate repairs to area affected by unacceptable maintenance methods. The Concessionaire shall make changes and/or repairs within the time, or times, indicated by the Board.

The Concessionaire shall contract with a qualified pest control company to control the rodent population around the Premises. Concessionaire may provide for janitorial services by contract with a third party, which shall be subject to this Agreement and the prior written approval of the Board.

Concessionaire shall provide a list of emergency phone numbers including those of any firms performing contract maintenance to contact in case of emergency, (e.g. fire extinguishing system maintenance or alarm company).

Concessionaire shall provide fire extinguishers and other items required by Fire Department. All kitchen equipment must be approved for use by building/fire departments.

FREQUENCY SCHEDULE

Including, but not limited to the following:

DAILY

1. Empty all trash including patio receptacles and place in dumpster. Brush and/or wipe wastebaskets. Wash wastebaskets as needed.
AGENDA ITEM #1. a)
2. Dust all desks, tables, counters, files, telephones and other furniture within reach. Remove spillage as needed.

3. Wash table tops, counters and all surfaces.

4. Sweep/damp mop all epoxy floors. Remove spillage on all floors each night.

5. Replace burned out light bulbs except in the kitchen and banquet facility where the Concessionaire will supply the bulbs to the City for the City to replace.

6. Pick up trash, dump trash container to primary dumpster location in the east parking lot. Keep surrounding area of the dumpster free of debris.

7. Spot clean marks and smudges from walls, especially doors, around push plates, and light fixtures.

8. Keep janitor storage areas neat and clean.

9. Vacuum carpeted areas and all entry mats. Spot clean as required.

10. Empty and wash all ashtrays.

11. Dust mop hardwood floors followed by wet mopping with a pH neutral cleaner.

12. Sweep/clean patio areas.

13. Clean door glass.

14. Provide litter control for any litter generated through use of restaurant lounge and banquet facilities out to service road.

Weekly

1. Perform high dusting such as upper walls, ventilator grills, except in banquet facility where the City shall perform high dusting of ventilation grill and upper walls. Perform high dusting of piping, floor and window casings, and other surfaces not done on a more frequent basis.

2. Use a damp cloth or dust rag and clean the interior and outer surface of all lights.

3. Dust/clean all papered walls.

4. Clean grease trap and drain.
AGENDA ITEM #1. a)
5. Maintain area around compactor/dumpster off kitchen area. If utilized, maintain the compactor/dumpster and area within the fenced enclosure in the parking lot.

6. Remove scuff marks on hardwood floors with a high-speed burnisher or approved method.

7. Hose down patio areas.

8. Hose down dumpster area off kitchen (daily if needed).

**Monthly**

Clean interior and exterior window and door glass.

**Quarterly to Semi-Annually**

Clean carpet.

**Semi-Annually to Annually**

1. The City will recoat hardwood floors with “Envirocare Tech 4” in accordance with manufacturer’s specifications. The City will invoice the Concessionaire for 100% of the labor and material costs. (Floor type of finish has changed. City will light sand and clean, concessionaire will pay all costs.)

2. Pressure wash patio and tent slab prior to season use.

3. Grease holding tank pumped annually.

**Periodic**

Range hood, bar, and refrigerator to receive normal periodic maintenance and on as-needed basis as per manufacturer’s specifications.
AGENDA ITEM #1. a)
EXHIBIT F
River Rock Hours of Operation

Listed below are the hours of operation for the River Rock Grill. These may change on a case by case basis predicated on Customer requests for larger parties, or golf course events that warrant an earlier opening.

Monday – Friday: 8:00AM – 9:00PM
Saturday & Sunday: 7:00AM – 10:00PM
AGENDA ITEM #1. a)