

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** 2016 Independence Day Carnival

**SUMMARY:** Approve a Professional Services Agreement with Brown's Amusement for a Carnival in Veterans Memorial Park on July 1, 2 and 4, 2016.

**FISCAL AND/OR ASSET IMPACT:** Revenue to city guaranteed at \$30,000 plus \$2,000 for game and food concessions

City expenses and staffing will total an estimated \$43,707. This is currently not budgeted.

**STAFF RECOMMENDATION:**


Staff recommends review by the City Council

**MOTION RECOMMENDED:**

"I move to adopt Resolution No. 16-69 authorizing the Mayor to execute a Professional Services Agreement with Brown's Amusement for the 2016 Independence Day Carnival."

Roll Call vote required

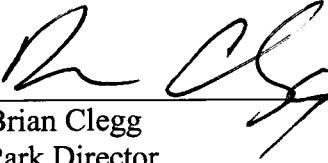
**Prepared by:**

  
Julie Brown  
Events Coordinator

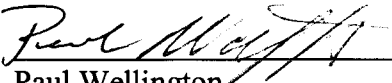
**NOT Recommended by: *QUE TO INO BUDGET***

  
Mark R. Palesh  
City Manager

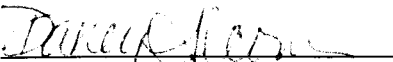
**Reviewed by:**

  
Brian Clegg  
Park Director

**Reviewed by:**

  
Paul Wellington  
Purchasing

**Reviewed as to Legal Sufficiency:**

  
Darien Alcorn  
Deputy City Attorney

**BACKGROUND DISCUSSION:**

Evaluation of proposals.

Evaluators	GCR	CB	PW	JB	Ave	Rank
<b>Company A</b>						
Experience/Qualification (15%)	5	4	4	4		
Understanding Project (15%)	4	4	4	4		
Methodology (15%)	3	3	3.5	3		
Management Plan (15%)	4	3	3	3		
Revenue to City (40%)	4	5	5	4		
<b>Total</b>	<b>4</b>	<b>4.1</b>	<b>4.2</b>	<b>3.7</b>	<b>3.99</b>	<b>1</b>
<b>Company B</b>						
Experience/Qualification (15%)	4	4	4	4		
Understanding Project (15%)	3	4	4	3		
Methodology (15%)	3	4	4	3		
Management Plan (15%)	3	4	4	3		
Revenue to City (40%)	4	4	4	4		
<b>Total</b>	<b>3.55</b>	<b>4</b>	<b>4</b>	<b>3.55</b>	<b>3.775</b>	<b>2</b>
<b>Company C</b>						
Experience/Qualification (15%)	4	4	4.4	4		
Understanding Project (15%)	4	4	4	4		
Methodology (15%)	3	5	4.5	4		
Management Plan (15%)	3	4	4	3		
Revenue to City (40%)	3	3	4.4	3		
<b>Total</b>	<b>3.3</b>	<b>3.75</b>	<b>4.3</b>	<b>3.45</b>	<b>3.699</b>	<b>3</b>

**Firms:**

- A – Brown’s Amusement
- B – City of Fun
- C – Midway West Amusement

**Evaluators:**

- GCR – G. Reid (outside event source)
- CB – C. Bullock (SLCO Fair)
- PW – P. Wellington
- JB – Julie Brown

Estimated City Expenses.

None of these have been budgeted and would be additions to current FY 2016/17 budget.

ESTIMATED CITY EXPENSES	
ITEM	ESTIMATED EXPENSE
MASS GATHERING PERMIT	\$500
RESTROOMS	\$5,000
RENTAL EQUIPMENT/TENTS <small>(ingress/egress)</small>	\$1,000
SOLID WASTE PICKUP	\$500
BARRICADES	\$550
ADDITIONAL WATER/CUPS	\$150
PARK STAFFING ESTIMATE	\$9422
FIRE STAFFING ESTIMATE	\$5,741
POLICE STAFFING ESTIMATE	\$11,894
ADMINISTRATION STAFFING	\$950
ADVERTISING <small>(RECOMMENDATION)</small>	\$8,000
	<b>\$43,707</b>

# THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 16-1A

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BROWN'S AMUSEMENT FOR CARNIVAL SERVICES DURING THE INDEPENDENCE DAY FESTIVAL.

**WHEREAS**, the City Council of the City of West Jordan has reviewed the professional Services Agreement between the City of West Jordan and Brown's Amusement (a copy of which is attached) to provide amusement /carnival services for the West Jordan Independence Day Festival; and

**WHEREAS**, the City Council of the City of West Jordan desires to approve a Professional Services Agreement between the City of West Jordan and Brown's Amusement (a copy of which is attached) to provide amusement / carnival services for the West Jordan Independence Day Festival.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

*Section 1.* After approval as to legal form the Mayor is hereby authorized and directed to approve a Professional Services Agreement between the City of West Jordan and Brown's Amusement to provide amusement service for the 2016 Independence Day Festival.

*Section 2.* This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 27<sup>th</sup> day of April 2016.

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KIM V. ROLFE  
Mayor

ATTEST:

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MELANIE S. BRIGGS, MMC  
City Clerk

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BROWN'S AMUSEMENT FOR AMUSEMENT SERVICES DURING THE 2016 INDEPENDENCE DAY FESTIVAL.

Voting by the City Council

	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacobs	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

## AGREEMENT FOR SERVICES

City of West Jordan and

**BROWN'S AMUSEMENT.**

THIS AGREEMENT FOR SERVICES (the "Agreement") entered into by and between the City or West Jordan, a municipal corporation (hereinafter referred to as "City") and Brown's Amusement, an Arizona Corporation (hereinafter referred to as "Carnival").

WHEREAS, Carnival desires to participate in the West Jordan Independence Day Festival to provide the event and services set forth herein; and

WHEREAS, City desires Carnival's participation; and

WHEREAS, Carnival will charge participants for the activities and services.

NOW THEREFORE, City and Carnival agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. Obligations of Carnival. Carnival shall:
  - a. Deliver all necessary materials, supplies, equipment and electrical/generator power necessary to provide and operate the rides, refreshments and games described in Exhibit "A," attached hereto and incorporated herein by this reference (collectively referred to as the "Activities"). All Activities shall be delivered and maintained in a clean condition and in good repair.
  - b. Provide all labor, materials, supplies and equipment necessary to set up the Activities in the area(s) designated by the City, which area(s) is/are within the park located west of West Jordan City Hall at 2200 West 7800 South (the "Premises"). Set-up shall be performed during City approved times and shall be complete before the designated operation times.
  - c. Provide all staff necessary to operate and supervise participation in the Activities by the public, during the following times:
    - i. Friday, July 1, 2016 from 4:00 p.m. to 10:00 p.m.
    - ii. Saturday, July 2, 2016 from 11:00 a.m. to 10:00 p.m.
    - iii. Monday, July 4, 2016 from 11:30 a.m. to 10:00 p.m.
  - d. Ticket sales shall stop at least 30 minutes before closing. Carnival shall be solely responsible for operation and supervision of the Activities, public participation in the Activities, and for all Carnival property.
  - e. Charge rates as set forth in Exhibit "A."
  - f. Provide City with a report of sales.
  - g. Provide fencing at the location(s) approved by the City
  - h. Provide all lighting, with power.
  - i. Participate in a security coordination meeting as scheduled by the City, at a time that is mutually agreeable to City and Carnival.
  - j. Provide signage as approved by the City.
  - k. Obtain all required licenses and permits
  - l. Maintain the Premises in a clean condition, free of garbage and debris. Provide all clean-up and additional trash containers.
  - m. Disassemble and remove all Activities, materials, supplies and equipment from the Premises on July 5, 2016, at a time approved by the City (the "Removal Period"). Removal of Activities from the Premises will not be permitted prior to or after the Removal Period unless specifically authorized, in writing, by the West Jordan City Manager. The Premises shall be left in a condition substantially similar to the condition existing prior to Carnival's use of the Premises.
3. Obligation of the City. City shall:
  - a. Provide Carnival with the location for setting up and operating the Activities.
  - b. Review and approve, in a timely manner, fencing location(s), signage, Activity set up and removal times, and scheduling of security coordination meeting.
  - c. Provide connection to potable water source(s), at location(s) and in a manner approved by the City. Connection using any unapproved source or method shall result in immediate removal by the City of such connection and shall subject to Carnival to criminal and civil penalties pursuant to any and all applicable federal, state and local laws, ordinances, rules

and regulations.

d. City shall not be responsible for marketing.

4. Compensation and Payment.

a. Carnival shall be compensated by collection of payment from participants and shall not receive compensation from City for the performance described in Paragraph 2. City shall not be liable to compensate Carnival for any loss or damage due to cancellation, regardless of cause, of the West Jordan Independence Day Festival for any or all of the items of Carnival.

b. Carnival shall pay the City a flat fee of \$30,000

c. Carnival shall pay the City \$2,000 for game and food concessions

5. Effective Date and Term of Agreement. This Agreement for West Jordan Independence Day Festival shall commence on the date inscribed herein below ("Effective Date") and shall expire without further notice or condition on July 31, 2016, unless terminated early in accordance with the provisions of Section 10.

6. Relationship of Parties. The relationship of city and Carnival shall be that of independent Contractor(s), and in no event shall Carnival or its officers, agents, volunteers or employees be considered an officer, agent, servant or employee of City. Carnival shall be solely responsible for participation in the event, and City shall not be liable for stolen property, injuries, liability claims, or action arising out of Carnival's participation in this event.

7. Insurance. Concurrently with execution of this contract, Carnival shall provide a current certificate of insurance. Throughout the term of this Agreement, Carnival shall maintain the following minimum insurance:

a. Workers Compensation meeting state statutory minimum; and

b. General Liability of not less than \$10,000,000 for each occurrence and \$15,000,000 aggregate. Insurance companies shall not have an AM Best rating of less than A- and IX; and

c. Automobile Liability of not less than \$1,000,000 combined single limit.

d. The City of West Jordan reserves the right to review the Carnival's insurance policy and request increases to sublimits or other gaps in insurance where the City deems necessary.

The City, its elected officials, officers, agents, employees and volunteers shall be additionally insured.

8. Permits, Laws and Regulations: CARNIVAL SHALL SUBMIT COPIES OF ALL REQUIRED COUNTY AND STATE FOOD PERMITS TO THE CITY. All sales of food or beverages, and all employment terms and conditions of Carnival employees shall be in conformity with the applicable laws and regulations of the United States, the State of Utah, Salt Lake County, and the City. Carnival shall be familiar with such laws and ordinances, and shall see that the same are enforced. Carnival shall not sell or provide foods or beverages prohibited by the City or which are unsafe in any way. Carnival is aware that NO BEER OR ALCOHOLIC BEVERAGES MAY BE SOLD OR CONSUMED ON PREMISES.

9. Indemnification. Carnival shall indemnify, save harmless, defend, and release City, and its officers, agents, volunteers and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of the Agreement, operation of Activities, and sale of food products and beverages, which are caused in whole or in part by the negligence of Carnival officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.

10. Early Termination of Future Appropriations. This contract may be terminated, with cause, by either party. The terminating party shall provide notice ten (10) working days in advance of termination. This Agreement shall not be construed in any manner to bind the legislative or administrative discretion of the City or its future budget appropriations. If this contract extends beyond the current fiscal year, and future appropriations are unavailable or insufficient, the City may terminate this Agreement upon ten (10) working days written notice, without compensating Carnival.

11. Governing Law. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

12. Authorization. Each party has expressly authorized the execution of the Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any other who may claim through it to this Agreement.

13. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Carnival represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest Ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical

standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

- 14. Entire Agreement Between Parties. This Agreement contains all of the covenants and agreements between the parties with respect to said promotional services. Any modifications of this Agreement will be effective only if it is in writing and signed by the parties.
- 15. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN  
 City Recorder  
 8000 South Redwood Road  
 West Jordan, Utah 84088

With a copy to the City Attorney  
 David Brickey, City Attorney  
 8000 South Redwood Road, 3<sup>rd</sup> floor  
 West Jordan, Utah 84088

Facsimile# (801) 569-5149

TO BROWN'S AMUSEMENT: \_\_\_\_\_  
 \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2016.

CITY OF WEST JORDAN

ATTEST:

\_\_\_\_\_  
 Mayor Kim V. Rolfe

\_\_\_\_\_  
 Melanie S. Briggs, City Recorder

BROWN'S AMUSEMENT

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ :SS  
 COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of Brown's Amusement, an Arizona corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_



EXHIBIT A

# **City of West Jordan Carnival Proposal**



Bid Proposal for 2016, City of West Jordan



**Brown's Amusements Inc.**  
550 W. Baseline Rd. Suite 102-353  
Mesa, Arizona. 85210  
602-524-1483  
March 23, 2016

Julie Brown  
Events Coordinator

Browns Amusements, Inc. sincerely appreciates the opportunity to present you with our carnival proposal. Brown's Amusements has no parent corporation. The RFP states that you are seeking a carnival to provide service, management, rides, games, food stands, for your 2016 4<sup>th</sup> of July Event we understand the work that needs to be accomplished. I have read the RFP and I am prepared to comply with the contractual requirements. This proposal will illustrate the specific ways we propose to work with your management team and/or Board of Directors to create an exciting event for the residents and guest of your community.

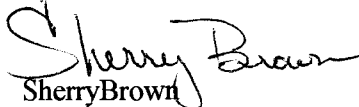
Our family owned and operated business has many innovative promotions, a successful advance sales program. We are excited about the prospects of becoming a part of your community and building a lasting relationship with you. We have consistently provided safe, clean, attractive carnival midways with the most popular attractions available in the industry today for many other communities throughout the West for the past 20 years.

As you read through our proposal, you will know that Brown's Amusements is a people oriented company, and believe in maintaining great customer relationships, as well as, building long term business relationships with our event families. Our family show offers integrity, one of the best safety records in the country with exemplary customer service. You will find that our carnival is a step above the rest. From our equipment which is in excellent shape to our professional looking employees, you will be proud to have Browns Amusements carnival in your community.

Each event has their own special qualities, we work side by side with your event coordinators to make sure that all potential resources are used to help improve the ride revenue and make the event as profitable as possible. Brown's Amusements is growing and we would like the opportunity to grow with your event and provide you with the best quality entertainment available.

We look forward to being your carnival contractor. If you have any questions, please feel free to contact me. My cell number is 602-524-1483.

Very truly yours,

  
SherryBrown  
President

**BROWNS AMUSEMENTS, INC.**  
550 W. BASELINE ROAD 102-353  
MESA, ARIZONA. 85210  
602-524-1483

## Table of Contents

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<b>Background</b> .....	<b>Page 3</b>
<b>History</b> .....	<b>Page 3</b>
<b>Qualifications</b> .....	<b>Page 4</b>
<b>Project scope and objectives</b> .....	<b>Page 5</b>
<b>Introduction</b> .....	<b>Page 6</b>
<b>a</b> Team Leaders.....	<i>Page 6</i>
<b>b</b> Show Personnel.....	<i>Page 6</i>
<b>Services</b> .....	<b>Page 7</b>
<b>a</b> Scope of Services.....	<i>Page 7</i>
<b>b</b> Clean-up.....	<i>Page 7</i>
<b>Presale and Promotions</b> .....	<b>Page 8</b>
<b>a</b> Presale ticket program.....	<i>Page 8</i>
<b>b</b> Buddy Day.....	<i>Page 8</i>
<b>Financial Proposal</b> .....	<b>Page 9</b>
<b>a</b> Revenue proposal.....	<i>Page 9</i>
<b>b</b> Records.....	<i>Page 9</i>
<b>Insurance</b> .....	<b>Page 10</b>
<b>Ride List</b> .....	<b>Page 11</b>

## **BACKGROUND**

Brown's Amusements is a Arizona based carnival with forty years' experience in the Outdoor Amusement Industry.

Brown's Amusements is an independent contractor and will solely be responsible for the acts and omissions of its officers, agents, servants, and employees.

Brown's is an Equal Opportunity Employer.

## **HISTORY**

Danny and Sherry Brown are the owners of Brown's Amusements and are second generation in the Outdoor Amusement Industry. Beginning in 1979, they worked a state fair route booking independently at major fairs in California and Arizona. They then settled with Ray Cammack Shows, owned by Guy Leavitt, for 5 years and Inland Empire Shows owned by L. Reed Williams, for 4 years. The Browns decided to start their own carnival and in 1996 Brown's Amusements was born. With much hard work Danny & Sherry have built Brown's Amusements into the wonderful carnival it is today. We still have most of the same fairs we had when we started, but as time passes we have grown by leaps and bounds and we are looking for new fairs to expand.

We put careful thought and years' of experience into maintaining our rides to insure they are always safe. As stated in the qualification part of this proposal we have our carnival inspected many times a year by certified inspectors. This has given us an excellent record with our maintenance and performance history.

## **QUALIFICATIONS**

Our qualifications exceed industry standards. We have many programs in place to insure our carnival is a safe place to work and visit.

(1) Drug testing

We have a strict drug policy and we randomly drug test our employees to help insure the safety of the operators.

(2) Daily ride inspections

Each ride is inspected at the beginning of the day and an inspection sheet is filled out.

3) NAARSO Ride Inspections

In 2015 we had four complete ride inspections by Naarso certified inspectors Also 2 inspections so far in 2016.

It is in ours and the public's best interest to be inspected frequently

(4) Weekly employee safety meetings

Every employee attends a safety meeting each week and we go over the carnival safety and maintenance manual.

(5) Training

Every new ride operator is trained on the ride he will be working on and a qualification sheet is filled out. No ride operators ever run a ride without being trained first.

(6) Safety first policy

"Think Safety" is our Motto, each employee is encouraged to always follow safety rules.

(7) No Smoking Policy

Brown's employees do not smoke while working.

## **PROJECT SCOPE AND OBJECTIVES**

Our goal is to provide the West Jordan Carnival July 1, 2 & 4, 2016 with a carnival of the highest standards in the industry.

Brown's Amusements would like to provide a state of art carnival midway for the West Jordan event patrons. Our company has been in business for 20 years. We have two carnival units routed for the 2016 season. We work at 40 events per unit. Each event has their own layout and needs from the carnival. Our goal is to work with the West Jordan event coordinator to ensure that the carnival is giving the event what it is looking for. We work to make sure the carnival goes on and off the event site smoothly. Watching out for ingress and egress, sprinklers, fire lanes and any other concerns of the event manager. We also pride ourselves in adding some extra equipment on the midway so the fair guests can experience an amusement park atmosphere.

- ◆ Rest areas with shade tents.
- ◆ Benches throughout the midway.
- ◆ Midway office on-site for help and information.
- ◆ Electrical wires covered by rubber matting.
- ◆ The carnival owners and manager on-site for the entire fair.
- ◆ Brown's Amusements will provide our own electricity for all of our carnival and personal use.
- ◆ Brown's Amusements has complied with all Federal, State and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under the agreement.

Brown's Amusements is an Arizona based carnival with Forty year's experience in the Outdoor Amusement Industry.

Brown's Amusement is an independent contractor and will solely be responsible for the acts and omissions of its officers, agents, servants, and employees.

Brown's Amusement is an Equal Opportunity Employer.

## INTRODUCTION

### Team Leaders

- ◆ Brown's Amusements has a family atmosphere and a strong employee base, all of the team leaders have been employed by us for many years. We feel confident that we can service all of your carnival needs.
- ◆ Team one - Major rides
- ◆ Team two - Children's Rides
- ◆ Team three - Electrical Maintenance
- ◆ Team four - Mechanical Maintenance
- ◆ Team five - Office Personnel

### Show Personnel .

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Each Team Leader is responsible for his team's rides to be clean and in good working condition for every event.

Danny Brown	President	40 years
Sherry Brown	Vice-President	35 years
Tami Duckworth	Operations Manager	25 years
Pete Pederson	Ride Supervisor /Electrician	35 years
Alan Scanlan	Safety/Maintenance/DOT	30 years
Steve Gregory	Safety/Maintenance	25 years
Fredy Gomez	Ride Team Leader	10 years
Greg Stricowski	Concessions Team Leader	20 years
Raul Telles	Food Manager	10 years

We are very proud of our Management Team. The many years of combined experience makes us a strong and unbeatable team.



Our employees wear a company uniform while on duty, each employee is required to come to work with a clean and neat appearance, a hair length policy is also enforced. We provide showers and living quarters for all of our employees. We are proud of our employees if it were not for them we would never have reached the position of prominence in the industry that we enjoy today.

Brown's is responsible for all self-employment and social security taxes, to be paid by the Independent Contractor according the law.

## **ON SITE SERVICES**

### **☒ Scope of Services**

Brown's Amusements will provide the following with space available:

Twenty Rides (20 In the Spectacular, Major and Kiddie categories  
A maximum of Twenty (20) Game Booths, and a Maximum of (5)  
Food Booths

Brown's Amusements will have a safety inspection done prior to the opening of the fair.

Times of operation:

Friday 3 – 10pm, Saturday & Monday 11am – 10pm.

### **☒ Clean Up**

Brown's Amusements will be responsible for supplying a sufficient amount of trash cans to handle all carnival produced waste. Brown's will use events dumpster. Brown's Amusements will maintain the carnival midway area in a clean, trash free condition, during the occupancy of the grounds, and will leave the grounds in a clean condition upon the completion of the event.

## **PRESALE TICKETS AND PROMOTIONS**

### **✠ Presale ticket Program**

Brown's Amusements will furnish an advance sale ticket for \$ 20.00. The bearer can redeem the ticket any day of the event and it is good for unlimited rides for that day only. The advertisement of these tickets will be included on the 100 posters being provided.

### **RIDE TICKET PRICES**

**1 Ticket            1 .00**

**Pay One Price (onsite) 30.00    (unlimited rides)**

<b>Spectacular rides</b>	<b>4 Tickets</b>
<b>Major rides</b>	<b>3&amp;4 Tickets</b>
<b>Children's rides</b>	<b>3 Tickets</b>

### **✠ BUDDY DAY PROMOTION**

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Brown's would like to offer a Buddy Day promotion, (date to be agreed upon). Buddy Day Pass will consist of buying one all-day ride pass on site at the regular price, and your Buddy rides for free. (sold for a limited amount of time, to be agreed upon by both parties) We feel this day will promote a substantial discount to West Jordan patrons, give extra exposure and increase attendance.

## **FINANCIAL PROPOSAL**

### **☒ Revenue Proposal**

Brown's Amusements will pay West Jordan Carnival :

- (1) \$30,000.00 Guarantee (or whichever is greater)**
- (2) 25% of ride gross up to 200,000.00**
- (3) and 30% of ride gross from 200,001.00, & up**
- (4) \$ 2,000.00 for game and food concessions**

### **◆ Fencing**

- ◆ Brown's will pay for and work with the event coordinator to procure a 6' fence for the carnival area.
- ◆ Brown's Amusements is a turnkey operation.

### **◆ Estimated financials**

To estimate the financials for this event or produce a per capita spending. I would need to have a attendance number and or a previous revenue amount from past 4<sup>th</sup> of July event.

## **RECORDS**

Brown's Amusements will submit to the West Jordan Carnival a detailed accounting report, the report shall show the following:

- (1) Ride ticket Sales
- (2) Number of food concessions
- (3) Number of game booths

## **INSURANCE**

Brown's Amusements will furnish primary, commercial general liability insurance, including bodily injury, product liability, and property damage in the amount of \$5,000,000 per occurrence. West Jordan Carnival will be listed as additional-insured on the policy for the time period the carnival begins occupancy through the carnival vacating the fairground premises.

We will furnish an updated insurance form for \$5,000,000.00.

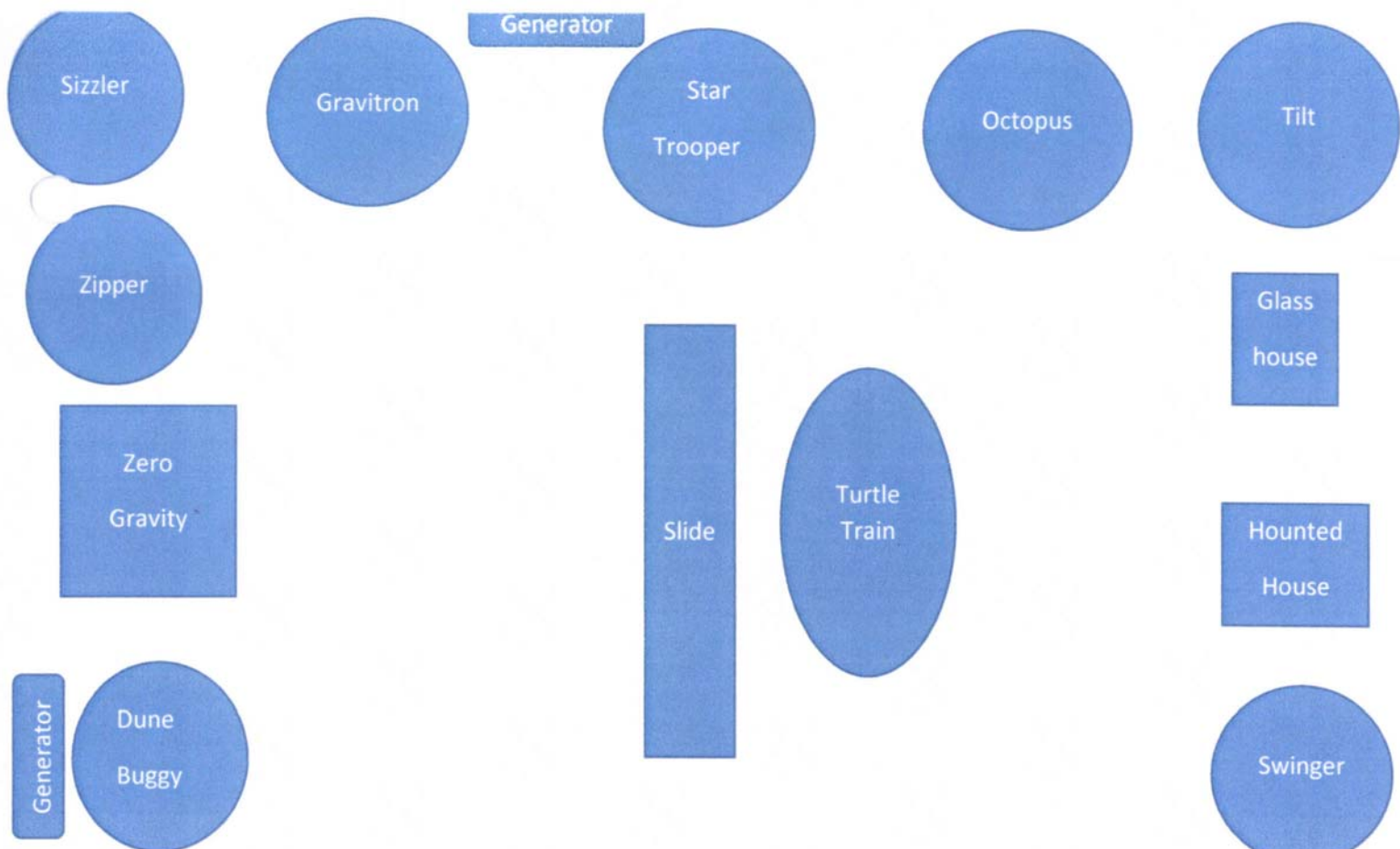
Brown's Amusements will provide vehicle insurance for all motor vehicles owned, rented or leased by Brown's in an amount not less than \$1,000,000.

We have statutory workmen's compensation and unemployment insurance plans in place. Proof of insurance will be provided within 15 days of the signing of the contract.

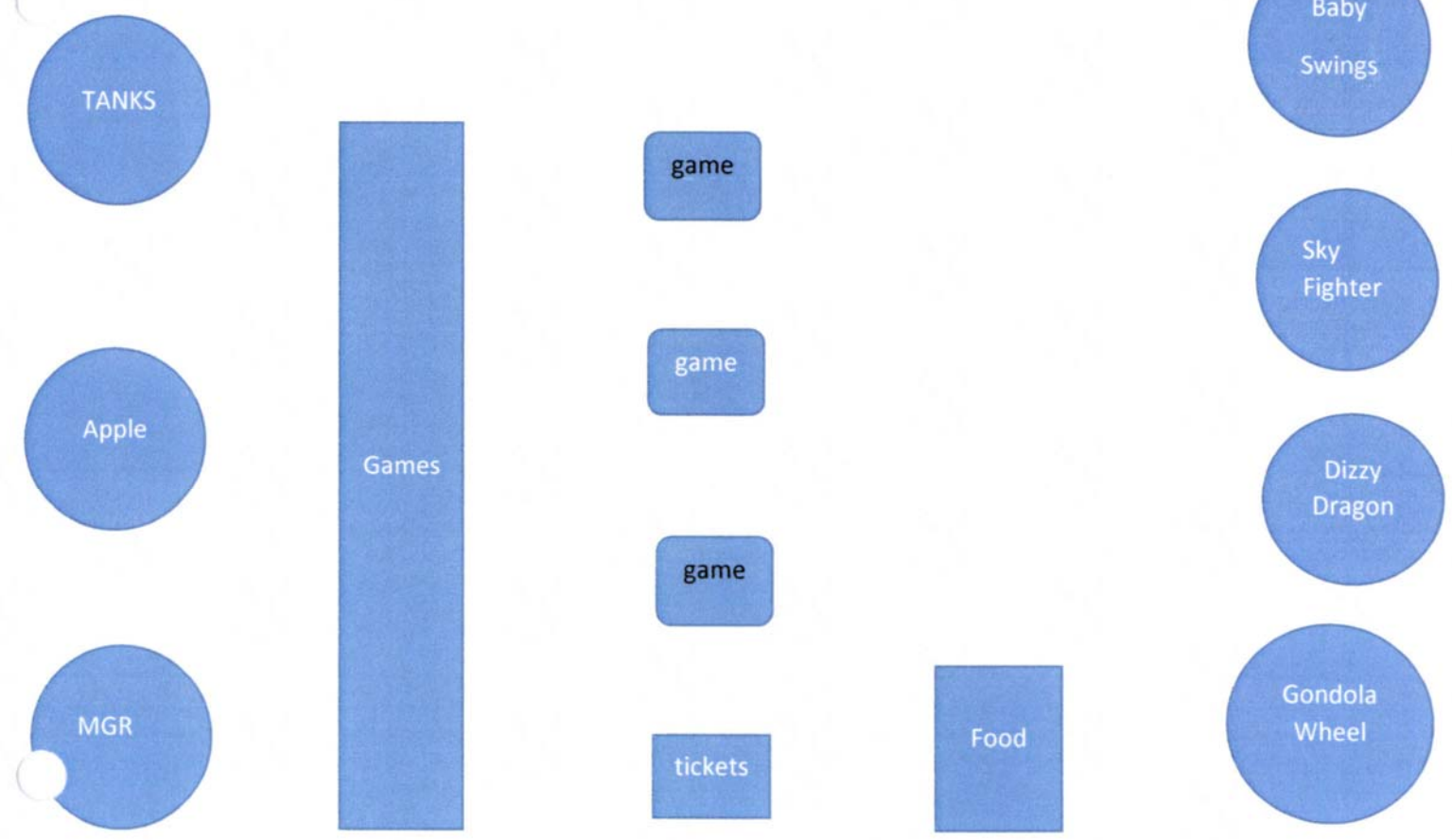
Brown's is responsible for all self-employment and social security taxes, to be paid by the Independent Contractor according the law.

Thank you for considering our proposal. We would love to participate in your event and we will strive to provide the best equipment and staff possible to ensure the event is a great success. We look forward to working with you in the future.

Danny Brown



## West Jordan, 4<sup>th</sup> of July Event



## **APPENDICES**

- ◆ A - References
- ◆ B - Ride List
- ◆ C - Photo and information of Brown's Amusements Inc.
- D - Insurance Certificate.

# REFERENCES 2015

Brown's Amusements is very proud to say that we have contracts with 8 of the top 10 County Fairs in Arizona. We have held most of these for many years and we have maintained a very close working relationship with all of our contracted fairs. The years at each fair is indicated to the left. Please give our references a call. We build our business on our reputation and we look forward to your inquiries with our other events.

- |        |  |   |       |   |                                 |
|--------|--|---|-------|---|---------------------------------|
| # (11) | Cache County Fair<br>179 N. Main Ste. 102.<br>Logan, Utah. 84321               | * Jill Zollinger<br>435-716-7150              | (15)  | Yuma County Fair<br>2520 E. 32nd St.<br>Yuma, Arizona.            | * Eric Wolford<br>928-432-1480  |
| (11)   | Pinal County Fair<br>512 South Eleven Mile Corner<br>Casa Grande, Az. 85222    | * Michael Serale<br>520-866-7653              | *(11) | Cassia County Fair<br>1101 Elba Avenue<br>Burley, Idaho.          | * Todd<br>208-678-9150          |
| (9)    | Coconino County Fair<br>HCR30 Box 3A<br>Flagstaff, Arizona. 86001              | * Cynthia Nemeth<br>520-774-5139              | *(7)  | Uintah County Fair<br>300 E. 200 South<br>Vernal, Utah, 84078     | * Derk Hatch<br>435-789-7396    |
| (7)    | Sweetwater County Fair<br>3320 Yellowstone Road<br>Rocksprings, Wyoming. 82901 | * Larry Lloyd<br>307-352-6789                 | (16)  | Mohave County Fair<br>2600 Fairgrounds Blvd.<br>Kingman, Arizona. | * Jimmy Guillot<br>928-753-2636 |
| *(8)   | Cochise County Fair<br>3677 N. Leslie Canyon Rd.<br>Douglas, Arizona. 85607    | * Karen Strongin<br>520-364-3819              | *(4)  | West Fest<br>West Valley City, Utah                               | * Karen Hart<br>801-243-3049    |
| (6)    | Sanpete County Fair  | *Mike Bennett<br>435-851-7030<br>435-851-7031 |       |   |                                 |

# REFERENCES 2015

#\*(1) Spanish Fork Fiesta Days \*Elaine Hansen  
New 2015 801-818-1776

(1) Provo Freedom Fest \* Sherry Anderson  
Provo, Utah 808-644-5914

#(0) Salt Lake County Fair \*Susan Hayward  
South Jordan, Utah 385-468-1604

#(1) Cedar Hills Town Days \* Keith Irwin  
Cedar Hills, Utah 801-362-5994



**BROWNS AMUSEMENTS**

**PROPOSED\*\* SUPER SPECTACULAR, SPECTACULAR, AND MAJOR ADULT RIDES**

\*\*SPACE AVAILABILITY

Name of Ride	Owner: Name Address Phone Number	Type Of Ride	Condition of Ride	Manufacturer Year Made Yr Refurbished	Admission Price of Ride	Ride Foot Print	Date of Last Indep Inspection	Hourly Ride Capacity
3Abreast Carousel	Browns Amusements, Inc 550 W Baseline Rd 102-353 Mesa, AZ 85210 602-524-1483	Major	Good	HERSHALL1996/2003	3 tokens	47 circle	9/1/15	576/hr
2 Story Glass House		Major	Good	Owens 1991/2002	3 tokens	70 X 7	9/1/15	1750/hr
Ferris Wheel	"	Spectacular	Good	Watkins 2006	4 tokens	61 X 36	9/1/15	960/hr
Giant Slide	"	Major	Good	Frederiksen 1996/2006	3 tokens	65 X 105	9/1/15	1200/hr
Gravitron	"	Spectacular	Good	Wisdom 85/2004	4 tokens	60 X 20	9/1/15	1000/hr
Haunted House	"	Major	Good	Eyerly 66/07	3 tokens	50 x 20	9/1/15	600/hr
Octopus	"	Major	Good	Eyerly 70/04	4 tokens	60 x 60	9/1/15	450/hr
Round up	"	Major	Good	Hrubetz 1971/2013	4 tokens	40 circle	9/1/15	700/hr
Startrooper	"	Spectacular	Good	Darton 1995	4 tokens	75 circle	9/1/15	540/hr
Super Sizzler	"	Spectacular	Good	Wisdom 1993/2006	4 tokens	60 X 55	9/1/15	720/hr
Swinger	"	Major	Good	Watkins 76/2006	3 tokens	70 X 7	9/1/15	480/hr
Tilt a Whirl #2	"	Major	Good	Sellner 2003/2011	4 tokens	45 X 50	9/1/15	840/hr
Zipper	"	Spectacular	Good	Chance 72/2004	4 tokens	54 X 50	9/1/15	540/hr

**\*\*TOTAL PROPOSED RIDES = 13**

**BROWNS AMUSEMENTS PROPOSED\*\* KID RIDES**

**\*\*SPACE AVAILABILITY**

Name of Ride	Owner: Name/ Address/ Phone Number	Type of Ride	Condition of Ride	Manufactured Year Made	YR Refurbished	Admission Price of Ride	Ride Foot Print	Date of Last Inspection	Hourly Ride Capacity
Apple Ride	Browns Amusements, Inc. 550 W Baseline RD 102-353 Mesa, AZ 85210	Kids	Good	Venture 76/2006		3 tokens	30 circle	9/1/15	480/hr
Baby Swings	602-524-1483	Kids	Good	Hershall 60/07		3 tokens	30 circle	9/1/15	380/hr
Dizzy Dragons	"	Kids	Good	Sellner 2002/05		3 tokens	38 X 32	9/1/15	480/hr
Dune Buggies	"	Kids	Good	Hampton 81/2006		3 tokens	35 circle	9/1/15	600/hr
Skyfighter	"	Kids	Good	Hershall 70/2006		3 tokens	35 circle	9/1/15	320/hr
Tanks	"	Kids	Good	Sellner 50/07		3 tokens	35 circle	9/1/15	380/hr
Turtle Train	"	Kids	Good	Zamperla 88/07		3 tokens	30 x 30	9/1/15	380/hr

**\*\*TOTAL PROPOSED KID RIDES = 7**

OUTDOOR AMUSEMENT BUSINESS ASSOCIATION



**QUALITY ASSESSMENT PROGRAM**

September 9, 2015

Brown's Amusements  
550 W Baseline Rd  
Suite 102-353  
Mesa, AZ 85210-6040

Dear Danny and Sherry,

**Congratulations, you have been re-certified as a member of the OABA Circle of Excellence 2015-2019!**

It is a pleasure to inform you the positive results of our recently completed quality assessment of **Brown's Amusements**. A detailed copy of our field assessment conducted at the Coconino County Fair on September 4, 2015 is enclosed with this letter.

You are therefore qualified to be recognized as achieving the **Circle of Excellence** 2015-2019 status and enjoy all the benefits associated with this acknowledgment. You and your organization represent one of the members in this recognized circle and should be extremely proud of the high standard you have attained. This audit and its outcome clearly demonstrate that quality, customer service and performance are paramount principles of your business philosophy.

As you know, our pledge to all those who participate in this voluntary program is complete confidentiality. No one has or will be offered access to your test results, scores or to any comments made by our field audit staff. You, and only you, have been given these details. Our pledge extends to the continued status you enjoy as a member of the Circle of Excellence 2015-2019. We would like to share this good news with your industry, your business associates and with the public, but will only do so if you choose to allow such a release of information.

If it is agreeable, we will publish that **Brown's Amusements** has retained membership in the Circle of Excellence 2015-2019. To signal your acceptance, please sign and return the attached release form to our attention.

Once again, **congratulations** on this outstanding accomplishment.

Warm regards,

A handwritten signature in cursive script that reads 'Jerry Aldrich'.

Jerry Aldrich  
Circle of Excellence Audit Coordinator  
Outdoor Amusement Business Association

**D10** – Do Ride Operator Training records on file indicate a date and signature by the Employee receiving the training as well as the Employee administering the training?

Scoring Options: 0 - 5 - 10 - 15 - 20.

**D10 Score ► 20.**

Observation: Ride operator training records appeared to be complete and up-to-date. Midway employees are encouraged to learn the operation of multiple rides.

**D11** – Is there a documented training program to indicate Midway Staff have received training to prepare them to handle Midway patron questions and assist with problem solving?

Scoring Options: 0 - 5 - 10 - 15 - 20.

**D11 Score ► 20.**

Observation: Guest Services type issues are covered during weekly meetings periodically. General questions asked of Midway employees were answered without hesitation. Employees were easily engaged in conversation.

**D12** – Do training records appear to be current with indications that periodic training is ongoing throughout the season?

Scoring Options: 0 - 5 - 10 - 15 - 20.

**D12 Score ► 20.**

Observation: Training records appeared to be current. It should be noted that all Midway employees have received fire extinguisher training administered by a third party. Each employee has received a certificate indicating they have successfully been trained.

**Overall Comments:**

Brown's Amusements is a unique organization that appears to have a business philosophy that is built around quality products operated by quality employees to produce an end product of a quality overall patron experience. Every aspect of the business is based on fully assessing the consequences of the actions to be taken. The management team that has been assembled has many years of very diverse experience. Everyone appeared to be very knowledgeable in his or her area of responsibility yet willing to pitch-in and help out wherever additional resources are required to complete a given task. The H2B employees seem to enjoy their assignments and appear to be an integral part of the overall Brown's Amusements Team. An outsider gets the definite impression that everyone is respected for the function they carry out that contributes to the overall success of the Carnival Company. The Company policy of presenting ball caps to employees indicating their years of service (starting at three years) is a great idea that instills pride for the employee that they carry around a token of recognition as they perform their daily responsibilities. It is a form of recognition that is obviously worn with pride.

Brown's Amusements continues to be a leader in the segment of the Amusement Industry they have chosen to operate. There are several unique passions that Ownership has incorporated into their business plan. The Brown's Amusements Midway and back-of-house equipment is most probably the cleanest that can be found in the industry. Even though the environment of the Midway is certainly different from a permanent facility the product patrons come to enjoy is comparable to many permanent amusement facilities that do not move from location to location on a periodic schedule. Often organizations advertise quality operations but Brown's Amusements walks-the-walk and sets their standards high while providing the assets necessary to be successful in fulfilling their business philosophy.


It is always a pleasure to visit with the Brown's Amusements Team and experience first-hand the passion they have for the product they provide for fairgoers along their route.

--- END OF 2015 FIVE YEAR REVIEW ---

**OUTDOOR AMUSEMENT BUSINESS ASSOCIATION**  
**CIRCLE of EXCELLENCE QUALITY ASSESSMENT PROGRAM**  
**CERTIFICATION**

This is to certify that on **September 4, 2015**, I did complete an **OABA Quality Assessment** examination of **Brown's Amusements** in accordance with the appropriate audit forms provided by OABA for purposes of such examination. Applicable scoring categories were considered and scores provided where appropriate. If any scoring category remains blank, specific reasons are noted in the comments.

The company named above was cooperative and helpful in providing for the conduct of our work, and did not improperly influence the outcome of the examination. No deficiencies or anomalies were noted during the assessment that might otherwise preclude qualification for the **Circle of Excellence** except as the scoring outcome might indicate.


  
Field Auditor

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THIS SECTION WILL BE COMPLETED BY AUDIT COORDINATOR

A qualified field auditor using appropriate methods and procedures conducted this Quality Assessment. His examination of all applicable categories resulted in the following numerical scores:

Section A Documentation:	<u>400</u> points out of <u>420</u> points resulting in <u>95.2%</u> .
Section B Management:	<u>345</u> points out of <u>360</u> points resulting in <u>95.8%</u> .
Section C Presentation:	<u>480</u> points out of <u>480</u> points resulting in <u>100.0%</u> .
Section D Training:	<u>230</u> points out of <u>240</u> points resulting in <u>95.8%</u> .
Overall <i>Circle of Excellence</i> Audit:	<u>1,455</u> points out of <u>1,500</u> points resulting in <u>97.0%</u> .

Based on this standard assessment, Applicant is certified for membership in the OABA Circle of Excellence 2015-2019.

  
Audit Coordinator

September 9, 2015  
Date