



Memo

To: Mayor and Hayden City Council

From: Suzanne Cano, Recreation and Community Events Director

Date: June 3, 2026

Agenda Item: Authorization to approve the 2026 Honeysuckle Beach Concessions Agreement with All State 38, Inc. for concessions sales at Honeysuckle Beach for the summer season.

Agenda Item Location

New Business

Recommended Action or Motion

Staff recommends council approves the Honeysuckle Beach Concessions Agreement with All State 38, Inc. and authorizes the Mayor to sign the contract for the concessions stand operator at Honeysuckle Beach for the summer of 2026.

Summary

The original Request for Proposal (RFP) was noticed on March 2 with a deadline for submitting proposals on April 15, and one proposal was received that didn't go forward. The RFP was reposted on May 19 with a deadline of June 3. The city received three proposals, and rated all the proposals on the following criteria:

1. Days and Hours of Operation (40 pts)
2. Facility being Used (20 pts)
3. Menu Variety and Prices (25 pts)
4. Rate being Paid to the City (15 pts)

All State 38, Inc. received a rating of 100/100 and had the highest rating, and therefore, is recommended by staff for approval by Council.

Functional Impact of Authorizing

Authorizing the contract means the city will continue to provide a service to beach attendees for the 2026 summer beach season.

Functional Impact of Not Authorizing

Not authorizing means no concessions will be sold at Honeysuckle Beach this season. As beach goers have come to expect concessions at Honeysuckle Beach, not having concessions would likely be seen as unfavorable by the community.

Fiscal Impact

There are minimal expenses (electricity and water) associated with this contract. All State 38, Inc. has proposed a \$2,500 payment for the use of the concessions stand, which would be paid by June 12, 2026.

Budget Funding Source/Transfer Request

Concessions Revenue GL# 110-740-44721

Attachments

All State 38, Inc. Honeysuckle Beach Concessions Proposal
2026 Honeysuckle Beach Concessions Agreement with All State 38, Inc.

HONEYSUCKLE BEACH CONCESSIONS AGREEMENT

AGREEMENT made between the City of Hayden, a political subdivision of the State of Idaho (hereinafter referred to as "CITY"), and All State 38, Inc., an S Corporation, 512 West MLK Jr. Blvd, Unit 313, Austin, TX 78701, c/o Adam and Debraun West, 6644 N. Colfax Avenue, Dalton Gardens, ID 83815, 210-232-2305, debraunwest@gmail.com, (hereinafter referred to as "CONCESSIONAIRE").

THE PARTIES AGREE AS FOLLOWS:

1. CONCESSION STAND: CITY allows CONCESSIONAIRE to utilize CITY owned property, specifically the existing structure located at 2369 E. Honeysuckle Avenue on Honeysuckle Beach for the purpose of operating a Concession Stand for the period from June 10 to September 7, 2026, or ending date mutually agreed upon, inclusive, to sell and dispense food and other consumer products. CONCESSIONAIRE agrees to pay CITY the sum of \$2,500.00 for this right, to be paid on or before Friday, June 12, 2026. This right to set up and operate a Concession Stand is not a lease and is not subject to any landlord/tenant laws.
2. SAFETY: CONCESSIONAIRE agrees to provide appropriate chemical-type fire extinguisher(s), as required by the Northern Lakes Fire District Fire Marshall, and to comply with all reasonable orders of said Fire Marshall. CONCESSIONAIRE further agrees that beverages will not be served in glass containers. CONCESSIONAIRE further agrees to comply with all state and local laws relating to activities in the park and the delivery of food.
3. ALCOHOL PROHIBITED: CONCESSIONAIRE agrees that no alcohol or alcoholic beverages will be sold by CONCESSIONAIRE or possessed or consumed within the Concession Stand at any time, or by CONCESSIONAIRE, its agents, employees and staff at any time while operating or manning the Concession Stand.
4. PERMITS: CONCESSIONAIRE agrees to obtain all necessary permits for a temporary restaurant pursuant to local laws, rules, and regulations and to submit to inspections by health officers and authorized representatives of Panhandle Health District, and to comply with all federal, State of Idaho, Health District, Idaho Department of Health and Welfare, City ordinances, rules, regulations, and policies. Any Health District permit must be conspicuously posted on the Concession Stand.
5. MENU & ITEMS POSTING: CONCESSIONAIRE shall post, in a conspicuous place, at the front entrance to said place of business, a sign showing the items available for sale and the price of each. This sign must be visible during all hours of operation. CONCESSIONAIRE will sell family-friendly items. If CONCESSIONAIRE wants to sell any additional items not previously approved, those items will need to be approved by the CITY prior to being available for sale.
6. CITY EQUIPMENT, POWER AND WATER: CONCESSIONAIRE shall be provided electrical power within the Concession Stand. The CONCESSIONAIRE is granted access to the City's water source if necessary. CONCESSIONAIRE is also permitted to use city-owned equipment located within the premises, PROVIDED HOWEVER that CONCESSIONAIRE shall be responsible for loss, damage or repairs to such city-owned equipment resulting from or in connection with the acts and/or performances or activities of CONCESSIONAIRE, CONCESSIONAIRE's agents, employees, or representatives under this Agreement.
7. PRODUCT LIST: The CONCESSIONAIRE agrees to furnish a proposed list of products to be sold and the retail prices thereof with the signed copy of this Agreement, which list, upon approval of the City Administrator, shall be incorporated herein and become a part of this Agreement. The CITY reserves the right to approve/disapprove any or all items, and shall notify the CONCESSIONAIRE within 7 days of receipt of said list of said approval/disapproval. CONCESSIONAIRE agrees that any item not approved for sale in said product list shall not be offered for sale. Any subsequent addition to the approved product list must be approved in writing by the City Administrator.
8. COMMUNITY RELATIONS: CONCESSIONAIRE agrees that the CONCESSIONAIRE and CONCESSIONAIRE's agents and employees will be courteous and informed about the community and will assist with questions from tourists and other park users. Particularly, CONCESSIONAIRE must be familiar with the Honeysuckle Beach area and Hayden Lake.

9. HOURS OF OPERATION: CONCESSIONAIRE agrees that the Concession Stand will be manned at all times during the hours that the stand is in operation. CONCESSIONAIRE agrees that the hours of operation will be **Monday through Sunday from 11:00 a.m.-6:00 p.m. for the period stated in this agreement**, except in the event of inclement weather forcing closure of the beach for more than two consecutive hours.
10. FINANCIAL RECORDS: The CONCESSIONAIRE shall submit their financial records of the business to the City Clerk by no later than January 31 of each calendar year for the previous year's sales related to this agreement. At a minimum the records shall include:
 - a. Any and all information necessary to perform an audit, including payroll data; and,
 - b. Profit and loss information for Concessions operations.
11. ASSIGNMENT OF CONTRACT: This contract, or any part thereof, cannot be assigned or otherwise disposed of without the express written approval of the CITY. Allowing others to use any part of the space herein granted is not permissible.
12. ACCESS: CITY agrees to provide CONCESSIONAIRE with two set(s) of keys to access the premises described herein for the duration of this Agreement. CONCESSIONAIRE agrees that only those persons, agents, employees and staff who are directly responsible for operating and/or manning the Concession Stand shall have possession of the access key(s) at any time. CONCESSIONAIRE, its agents, employees and staff members are strictly prohibited from duplicating any key provided by the CITY for any reason whatsoever. CONCESSIONAIRE shall be subject to fines and fees for any key(s) not returned to the CITY as directed herein.
13. HOUSEKEEPING: CONCESSIONAIRE agrees to maintain the Concession Stand and its immediate area in a clean and attractive manner at all times during the term of this Agreement. CONCESSIONAIRE agrees not to dispose of their refuse at a City maintained trash receptacle. Refuse must be removed from the site and disposed of at CONCESSIONAIRE's expense. The CONCESSIONAIRE shall clean the Concession Stand and surrounding area and return the premises to the CITY in a condition substantially equivalent to or better than it was upon delivery by the CITY to CONCESSIONAIRE at the commencement of this Agreement. CONCESSIONAIRE shall close down the Concession Stand and return any keys provided by the CITY for the Concession Stand to the CITY by the close of business following Labor Day Weekend.
14. NON-EXCLUSIVE: CONCESSIONAIRE understands and agrees that the CITY from time to time during the term of this agreement may allow other food and non-food concessions to operate at Honeysuckle Beach as part of a special event sponsored or supported by the CITY. **During those special events, the CITY has the right to temporarily terminate the CONCESSIONAIRE'S right to operate the Concession Stand.**
15. WAIVER: CONCESSIONAIRE understands that during the term of this agreement, the CITY may be undertaking some modifications to the approach and entry to Honeysuckle Beach and the docks at the beach which may interfere with CONCESSIONAIRE's operation or affect persons in the park. CONCESSIONAIRE specifically waives any claim as to lost profits or business while said repairs are undertaken.
16. INDEMNIFICATION: CONCESSIONAIRE agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONCESSIONAIRE, CONCESSIONAIRE's agents, employees, or representatives under this Agreement.
17. INSURANCE: CONCESSIONAIRE agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall include products liability coverage, in the minimum amount of \$1,000,000.00, which shall name and protect CONCESSIONAIRE, all CONCESSIONAIRE's employees, CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONCESSIONAIRE's acts. CONCESSIONAIRE shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided.

Said certificate of insurance shall be furnished to the City not later than June 12, 2026. If said certificate is not furnished by that date, this Agreement shall be terminated without further notice to CONCESSIONAIRE and forfeiture of all fees.

- 18. WORKER'S COMPENSATION: CONCESSIONAIRE shall maintain in full force and effect worker's compensation for CONCESSIONAIRE and any agents, employees, and staff that the CONCESSIONAIRE may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
- 19. NONDISCRIMINATION: No person shall be discriminated against in the providing of the services and/or concessions herein under and the CONCESSIONAIRE shall not refuse to serve or hire any person because of such person's race, creed, sex, color, or national origin. Also, the CONCESSIONAIRE will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin in the performance of this Agreement. Any such discrimination shall be deemed a violation of this Agreement and shall render this Agreement subject to forfeiture.
- 20. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the contract exceed one hundred thousand dollars (\$100,000) and employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 21. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.
- 22. TERMINATION: This Agreement may be terminated immediately by CITY for breach of this Agreement by CONCESSIONAIRE and either party may terminate this Agreement by providing 30 days written notice of termination to the other party.
- 23. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 24. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

DATED this 4th day of June, 2026

CITY OF HAYDEN

CONCESSIONAIRES

Alan Davis, Mayor

Adam West

Debraun West

ATTEST:

Abbi Sanchez, City Clerk

HONEYSUCKLE BEACH

CONCESSION STAND PROPOSAL

SUBMITTED BY

Adam & Debraun West

HONEYSUCKLE BEACH
HAYDEN LAKE, IDAHO



CONCESSION OPERATIONS PROPOSAL

2026 SEASON

*Enhancing the Honeysuckle Beach experience through quality food,
family-friendly service, and community-focused operations.*

CONCESSION STAND BID PROPOSAL

Submitted To:

City of Hayden
8930 N Government Way
Hayden, ID 83835

Submitted By:

Adam and Debraun West
All State 38, INC
6644 N. Colfax Ave, Dalton Gardens, ID 83815
763-232-2305 and 210-992-3107
debraunwest@gmail.com

Proposal for:

2026 Operation of the Honeysuckle Beach Concession Stand. - 20 pts

We propose to use the current concession stand at the Beach.

Proposers Overview

Adam and Debraun West live locally and have children that attend school and enjoy the Honeysuckle Beach experience. As well as being a part of the community they are both experienced event and concession operators with food service, festival, recreation, and family entertainment experience. Our team operates concessions, food vendor programs, and family-focused events.

Our goal is to provide a clean, family-friendly concession operation that enhances the visitor experience, while generating revenue for the City of Hayden and supporting our local community.

Proposed Operating Schedule - 40 pts

Summer Season June 15, 2026 - September 7, 2026

Monday – Sunday: 11:00 AM – 6:00 PM

Proposed Menu & Pricing - 25 pts

Cold Drinks

- Bottled Water – \$3
- Gatorade and or Powerade (Sports Drink)– \$4
- Soda – \$3
- Sparkling Water – \$3
- Lemonade/Ice Tea – \$3
- Capri Sun/ Honest juice box (Variety) - \$2
-

Fresh Items

- Watermelon Cup – \$5
- Mixed Fruit Cup – \$6
- Protein Box (options) – \$4 - 6
- Giant Pickle – \$3
- Uncrustable – \$3
- Cesar Salad – \$5 or Cesar Salad Wrap \$6 (add Chicken \$2)

Snacks

- Chips/Goldfish/Pretzels/Popcorn Bags – \$3
- Trail Mix – \$3
- Candy (Variety: Skittle, starburst, sour patch kids, nerd clusters, airhead, ring pops, sour straws, gushers, fruit roll ups, etc) – \$1 - \$3
- Candy Bars (Reeses, snickers, m&m's, Kit Kat, Hersheys) – \$4
- Bakery Items (Rice Krispie, Cookie, Brownie) - \$3
- Cotton Candy Bag — \$5
- Apple Sauce Pouch — \$2
- Granola Bar/Protein bars — \$2 - \$4

Items Continued on the Next Page

Hot Food

- Hot Dog – \$4
- Corn Dog – \$5
- Chicken Tenders – \$6
- Mini Pizza – \$5
- Nachos with cheese – \$6
- Soft Pretzel – \$4
- Hamburger — \$6 (add cheese \$1)
- Fries (if there is a hood for a fryer) — \$5

Cold Treats

- Popsicle — \$2 - \$4
- Ice cream Sandwich — \$3
- Ice Cream Misc. Variety (bomb pop, etc) — \$4

Combo Meals: with Chips & Drinks.

Substitute Chips for Fries for \$2 extra (if hood is available for fryer).

- Hot Dog Combo — \$9
- Corn Dog Combo – \$10
- Uncrustable Combo — \$8
- Chicken Tender Combo – \$10
- Hamburger Combo — \$10 (add cheese \$1)

Beach Essentials (if allowed)

- Sunscreen Packet — \$2
- Sunscreen small — \$10
- Lip balm — \$3
- Sunglasses — \$10 - \$20
- Goggles — \$5
- Sand Bucket/Shovel — \$6
- Swim Diapers — \$2
- Towel — \$12
- Chair rentals — \$10 per day

Operations & Customer Service

- Maintain all required health department permits and licenses.
- Provide trained and professional staff.
- Maintain clean and sanitary operations.
- Keep the concession stand stocked and operational during approved hours.
- Accept cash and electronic payments.
- Provide family-friendly pricing.

Insurance & Compliance

We agree to maintain all required insurance coverage and comply with all applicable federal, state, local, and health department regulations throughout the term of the agreement.

Financial Proposal - 15 pts

Adam and Debraun West propose to pay the City of Hayden:

Annual Concession Fee:

\$2,500 for the 2026 Season

Value Added Benefits

- Fresh food options beyond traditional concession fare
- Professional event and concession management experience
- Expanded operating hours during peak attendance periods
- Clean, attractive presentation focused on enhancing the beach experience

Conclusion

Adam and Debraun West appreciate the opportunity to partner with the City of Hayden. We live locally and are committed to operate a professional, reliable, and customer-focused concession stand that enhances the experience of visitors while providing value to the City.

Respectfully Submitted,

Adam and Debraun West

Total Points - 100



CITY OF
HAYDEN
IDAHO

8930 North Government Way, Hayden, ID 83835
Phone (208) 772-4411 • Fax (208) 772-6522

Honeysuckle Beach Concessions Request for Proposals
City of Hayden
8930 North Government Way
Hayden, ID 83835

Proposals for the purpose of operating concessions at Honeysuckle Beach during the summer season in Hayden, Idaho, will be received by the City of Hayden at City Hall, 8930 North Government Way, Hayden, Idaho 83835 until Noon on Wednesday, June 3, 2026.

Proposals should be submitted in a sealed envelope and include:

- Name, Address and Phone Number of Concessionaire
- Menu/Products to Be Sold with Prices
- Hours of Operation
- Days of Operation
- Space where Items will be Sold – City’s Concession Stand, Food Truck, etc.
- The Annual Amount (not a percentage) to be Paid to the City to Operate Concessions

Proposals will be evaluated based on the factors outlined below, which shall be applied to all eligible, responsive proposals in selecting the successful submitter. The City’s evaluators reserve the right to disqualify any proposal for, but not limited to, person or persons it deems non-responsive and/or non-responsible; a failure to respond to each section; or whose experience don’t satisfy the competencies required. The City’s evaluators reserve the right to make such investigations into the qualifications of the proposer as it deems appropriate when considering what is in the best interest of the City and its community.

1. Days and Hours of Operation (40% - 40 points possible): A successful vendor will be able to demonstrate proposed hours of operations that best align with services offered during peak times of the summer and peak times of each day.
 - a. Days and times that are most beneficial to beach patrons
2. Menu/Products* (25% - 25 points possible): A successful vendor will be able to demonstrate the ability to offer a wide variety of items for sale and the success of that vendor to sell to patrons of Honeysuckle beach. The vendor is requested to include their cost structure related to their variety of products offered.
 - a. Food and items to be sold;
 - b. Prices of all items to be sold

3. Space where Items will be Sold (20% - 20 points possible): A successful vendor will be able to demonstrate how they will utilize city space to conduct their store. More value is placed on the use of the city concession stand over a separate structure or mobile vehicle/trailer. If a vendor proposes to use their own equipment, they must demonstrate where and how the structure will be placed and how that will not impede the normal use of the park to its fullest potential.
 - a. Use of City's concession stand or submitter's own equipment, i.e., mobile truck, vehicle, etc.
4. Amount of Bid/Payment Structure of Proposal (15% - 15 points possible): A successful vendor will be able to demonstrate the payment amount the City would retain as part of the overall proposal.

Summary of Evaluative Points and Scoring – **All State 38, Inc.–Adam and Debraun West**

Category	% Overall Score	Max Pts Possible	Points Scored
Days and Hours of Operation	40%	40 points	40
Menu/Products*	25%	25 Points	25
Space where Items will be Sold	20%	20 Points	20
Amount of Bid/Payment Structure	15%	15 Points	15
Total Points Scored			100

*All vendors selling foods other than commercially prepared food in unopened, hermetically-sealed containers requiring no refrigeration and dairy products in the original unopened container will be required to obtain the appropriate permits from Panhandle Health District.

Proposals are due by Noon on Wednesday, June 3, 2026. The City will contract with the selected vendor from June 10 - September 1, 2026, or dates mutually agreed upon. Honeysuckle Beach opens for business on June 15 or date mutually agreed upon.

The concessions contract documents may be examined and a copy produced at the following location: **City of Hayden, 8930 North Government Way, Hayden, Idaho 83835.**

REJECTION OF PROPOSALS: The **City of Hayden** reserves the right to waive any and all claims, informalities or irregularities in the proposal or to reject or accept any or all proposals or any part of a single proposal.

Contact:
 Suzanne Cano, Director
 Recreation & Community Events Department
 Office: 208-209-1080
 Email: scano@haydenid.gov

All State 38, Inc., an
 S Corp, 512 W. MLK
 Jr. Blvd, Unit 313,
 Austin, TX 78701
 c/o Adam + Debraun West