

## LEASE AGREEMENT FOR LAKEVIEW GOLF CLUB RESTAURANT AND BAR

This LEASE AGREEMENT FOR LAKEVIEW GOLF CLUB RESTAURANT AND BAR (“Lease”) is entered into by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642 (“Landlord”), and ROOSTER’S GOLF, LLC dba ROOSTER’S TAVERN ON THE GREEN, a Limited Liability Corporation organized under the laws of the state of Idaho, whose address is 2488 N. Turnberry Way, Meridian, ID (“Tenant”), effective the \_\_\_\_ day of \_\_\_\_\_, 2022. In this Lease, Landlord and Tenant may be referred to individually as a “Party” or collectively as “Parties.”

**WHEREAS**, Landlord owns or controls Lakeview Golf Club, located at 4200 W. Talamore Boulevard, in Meridian, Idaho, which includes a restaurant and bar (hereinafter “Lease Premises”);

**WHEREAS**, Landlord is authorized by Idaho Code section 50-1401 to manage real property owned by the Landlord in ways which the judgment of City Council deems to be in the public interest;

**WHEREAS**, the City Council of the City of Meridian hereby finds that the lease of the Lease Premises to Tenant for selling concessions serves the public interest;

**WHEREAS**, pursuant to Idaho Code section 50-1409, the mayor and council hereby authorize the lease of Lease Premises to Tenant;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, Landlord and Tenant agree as follows:

- I. Lease granted.** In consideration of the payment of rent, and other sums to be paid by Tenant to Landlord pursuant to this Lease (collectively referred to hereinafter as “Rent”) and the performance of the other covenants, conditions and agreements in this Lease to be kept and performed by Tenant, Landlord does hereby lease and demise Lease Premises to Tenant.
- II. Use of Lease Premises.** Tenant’s use and occupancy of the Lease Premises shall be limited to:
  - A. The preparation and sale of food and beverage consistent with the requirements and standards established by this agreement, and by applicable federal, state, city, and health department laws, ordinances, regulations and resolutions;
  - B. The operation of a beverage cart on the golf course as set forth in this agreement; and
  - C. The operation of a restaurant and bar as set forth in Request for Proposals and Tenant’s response thereto, which are attached hereto as *Exhibit A*, and in full compliance with this Lease, City of Meridian Conditional Use Permit number 99-009, any amendment thereto, and/or any subsequently issued conditional use permit, and the May 5, 2005 *Assignment Of Lease and Amended Lease Agreement for the Provision Of Golf Course Operations at City of Meridian's Municipal Golf Course*.

Tenant shall not use or permit the use of the Lease Premises for any other purpose without the express written consent of Landlord. Tenant warrants and represents that Tenant has undertaken a complete and independent evaluation of any and all risks inherent in the execution of this Lease and the operation of the Lease Premises for its use permitted hereby, and that, based upon said independent evaluation, Tenant has elected to enter into this Lease and hereby assumes all risks with respect thereto, some of which risks may be unknown.

**III. Scope of services.** As a condition of Tenant's use and occupancy of the Lease Premises, Tenant shall provide the following services, and those enumerated in the Request for Proposals and in Tenant's response thereto, attached hereto as *Exhibit A*. Tenant shall:

- A. Obtain and maintain, throughout the term of this Lease, all City, State and Federal licenses and certificates, and maintain duly qualified staff, as necessary to operate food and beverage services in accordance with all applicable laws and regulations, including, without limitation, a Municipal Golf Course Restaurant Liquor License issued by the State of Idaho, and an Idaho seller's permit. Tenant must obtain all necessary permits prior to operating the restaurant and bar on Lease Premises. City of Meridian alcohol permit fees, if any, shall be waived.
- B. Keep the Lease Premises open for business with the public each and every day during business hours, in accordance with the following schedule:
  - 1. Weekdays, March through November: 9:00 a.m. to 9:00 p.m.
  - 2. Weekends, March through November: 8:00 a.m. to 10:00 p.m.
  - 3. December, January, and February: Reduced hours as mutually agreed with the Meridian Parks & Recreation Department Director or his/her designee.
  - 4. Any additional hours of operation necessary to provide service in conjunction with all regular golf course activities, including regularly or specially scheduled tournaments.
  - 5. Any additional hours of operation, so long as such operation complies with all laws and regulations applicable, including, without limitation, City of Meridian Conditional Use Permit number 99-009, any amendment thereto, and/or any subsequently issued conditional use permit. CUP no. 99-009 states, among other things, that operations shall conclude daily on or before the hour of 11:00 p.m.Tenant may, with prior, written approval by the Parks & Recreation Director or his/her designee, and upon posting a written notice on all entrances and exits for at least one week, temporarily close the restaurant for a reasonable period of time for holidays; necessary repairs or remodeling; taking inventory; preparation for or hosting tournaments or special events, or in periods of low attendance or inclement weather.
- C. Prominently post hours of operation at the Lease Premises.
- D. Operate a mobile beverage cart on the golf course, from at least noon to 6:00 p.m. on the following days: Wednesdays through Sundays; on Memorial Day, Independence Day, and Labor Day; and during tournaments.
- E. Provide a written menu, itemized with pricing information. Tenant shall not change the menu and pricing without prior, written approval of the Parks & Recreation Department Director or his/her designee.

F. Supply and require employees to wear uniforms with Tenant's logo.

- G. Provide a 30% discount on food and beverages to Tenant's employees and golf course employees during their shift. Tenant shall not allow Tenant's employees to consume alcoholic beverages on the Lease Premises during their shift or while in uniform.
  - H. Install and maintain, at Tenant's expense, all equipment necessary to operate food and beverage services as set forth herein.
  - I. Purchase, install, maintain, and use a point of sale system, and accept credit card and debit card payments. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's pre-numbered receipt. Cash registers shall have a dual tape system whereby there will be a continuous record kept of all transactions recorded, and beginning and ending cash register readings. Tenant shall provide copies of any and all such records to Landlord within three (3) days of Landlord's request.
  - J. Provide and maintain the necessary inventory of food, beverages, and related service products, including plates, utensils, and paper products, required to satisfy the public demand therefor. All such products sold or kept for sale by Tenant shall be of high quality, wholesome and pure, and shall conform to all Federal, State, and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be offered, sold, or otherwise provided by Tenant. All food and beverage products kept on hand by Tenant shall be stored and handled with due regard for sanitation.
  - K. Provide daily and other necessary housekeeping, cleaning, preventative maintenance and sanitation of the Lease Premises, including all necessary commercial equipment and supplies for such purpose.
  - L. Insure that the area within and immediately adjacent to the Lease Premises is kept clean and free of all debris, litter, or other unclean or unsightly condition caused or created by Tenant's use of the Lease Premises.
  - M. Use its best efforts to ensure that its work force is courteous to members of the public encountered during work under this Lease. In the event of violation of this provision, Landlord shall have the right to require Tenant to remedy the problem and prevent future violations by disciplining the offending employee or employees up to and including removing the employee from work under this agreement.
- IV. Term of lease.** The term of this lease shall begin when A) executed by both parties and B) Tenant holds all necessary alcohol licenses for service on the Lease Premises ("Effective Date"). The lease term shall automatically be renewed from year to year thereafter, unless written notice of termination is given by either party to the other in the manner set forth herein. Tenant shall be deemed to have occupied the Lease Premises for purposes of beginning the term as of the Effective Date. Time is of the essence in all matters related to this Lease.
- V. Responsibilities of Tenant.** With regard to Tenant's use and occupancy of the Lease Premises under this Lease, Tenant shall be responsible for each and all of the following.

- A. **Rent.** Beginning with the Effective Date, Tenant shall pay Rent to Landlord according to the Payment Schedule set forth in *Exhibit B* hereto. Rent shall include the cost and expenses for all utilities in connection with the Lease Premises, including the cost of electricity or other fuels or power sources, pest control, water and sewer services, and garbage collection services. Rent shall not include any cost or expenses for establishing and maintaining a separate or additional phone line, point of sale system, credit card machine, or other systems necessary to accept payment or run other electronics; any such costs shall be borne by Tenant, at Tenant's election.
- B. **Taxes.** Tenant shall remit all taxes due and owing in relation to activities allowed under or required by this agreement, including, without limitation, sales tax. Further, tenant shall pay, prior to delinquency, all personal property taxes due and payable for any and all inventory, equipment, floor, ceiling and wall coverings, furniture, trade fixtures, or other personal property kept or used in or on the Lease Premises.
- C. **Fixtures and appliances.** The parties acknowledge that fixtures and appliances owned by Landlord, as described in *Exhibit C* hereto, are present on the Lease Premises. All such fixtures and appliances shall be in good working order by the Effective Date at Landlord's sole expense. During the Lease term, Tenant shall provide all necessary repair, maintenance, and inspection of all fixtures and appliances, including of those owned by Landlord. Tenant may, with the written consent of the Meridian Parks & Recreation Department Director or designee, at Tenant's sole expense, and in compliance with all applicable codes, permitting, and inspection requirements, install, use, repair, and maintain Tenant's own appliances on Lease Premises.
- D. **Closure penalty.** Landlord may charge Tenant fifty (\$50.00) dollar per day for each day that the Lease Premises are closed during the operating hours specified in this Lease, unless such closure is previous approved, in writing, as specified herein.
- E. **Surrender of Lease Premises; removal of property.** Subject to the provisions set forth herein, upon termination of the Lease, Tenant, at Tenant's sole expense, shall:
1. Remove Tenant's personal property and appliances;
  2. Repair and restore the Lease Premises to a condition as good as received by Tenant from Landlord, reasonable wear and tear excepted; and
  3. Promptly and peacefully surrender the Lease Premises and yield possession to Landlord.
- Any personal property or appliances left by Tenant on the Lease Premises after the termination of the Lease shall be deemed to have been abandoned and shall become the property of Landlord. Tenant shall be liable for all costs associated with the removal and/or disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Lease Premises or removing and storing Tenant's property and/or other property. No such reentry shall be considered or construed to be a forcible entry. Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in surrendering the Lease Premises, including, without limitation, any claims made by a succeeding tenant founded on such delay.
- F. **Condition of Premises.** Tenant acknowledges that Tenant has inspected the Lease Premises and does hereby accept the Lease Premises as being in good and satisfactory order, condition, and repair. It is understood and agreed that Landlord makes no warranty or promise as to the condition, safety, usefulness or habitability of the Lease Premises, and Tenant accept the Lease

Premises “as is.” In entering into this Lease, Tenant is relying on its own investigation and inspection of the Lease Premises and its own determination of the suitability of the Lease Premises, physically and legally, for its intended use.

- G. **Alterations.** Tenant shall make no additions, changes, alterations or improvements to the Lease Premises, or to any electrical, mechanical or fire protection facilities pertaining to the Lease Premises, without the prior written consent of Landlord. Tenant shall be responsible for any and all code requirements resulting from any additions, changes, alterations or improvements to the Lease Premises.
- H. **Exterior displays.** Tenant shall not install, display, or use permanent or temporary exterior lighting, amplifiers, speakers, signs, or other devices or any medium which may be heard or seen outside the Lease Premises, unless first specifically approved, in writing, by the Parks and Recreation Director or his/her designee. Such approval shall include a time limit, and may be revoked at any time, at Landlord’s sole election.
- I. **Waste.** Tenant shall not commit or allow to be committed any waste upon the Lease Premises, or any nuisance, or any act in or about the Premises that disturbs the quiet enjoyment of Landlord. Tenant, at Tenant’s sole expense, shall comply with all laws and regulations relating to its use or occupancy of the Lease Premises.
- J. **No assignment or subletting.** Tenant shall not, without first obtaining Landlord’s consent: (1) subcontract, sell, assign, mortgage, or transfer this Lease or any interest therein; (2) sublease all or any portion of the Lease Premises; or (3) allow the use or occupancy of the Lease Premises by anyone other than Tenant. No assignment or sublease shall relieve the Tenant of any liability under this Lease, unless Landlord consents in writing to accept such assignment or sublease as a whole or partial novation. Notwithstanding the foregoing, any transfer of this Lease by merger, consolidation or liquidation of Tenant shall not constitute an assignment hereunder.
- K. **Compliance with ADA.** Tenant shall not enter into any change of use of the Premises, whether approved by Landlord or not, if such change in use would result in increased liability of Landlord under the Americans with Disabilities Act of 1990, Public Law No. 101-336, 42 USC 12101 *et. seq.* as it may be amended from time to time (“ADA”).
- L. **No Hazardous Substances.** Tenant specifically agrees not to use, store or deposit any substance that is hazardous or dangerous to person, property or the environment (or any similar substance) as now or hereafter defined by or determined pursuant to any applicable state or federal law or regulation in amounts exceeding legally permissible levels in, on, or about the Premises.
- M. **Liens.** Tenant agrees that Tenant will keep the Lease Premises free and clear of all mechanics’ liens on account of work done by Tenant or persons claiming under Tenant. Tenant agrees to defend, indemnify and save Landlord free and harmless against liability, loss, damage, costs, attorneys’ fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under Tenant. If Tenant shall desire to contest any claim of lien, it shall furnish Landlord adequate security for the value or in the amount of the claim, plus estimated costs and interest,

or a bond of responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose has been filed and Tenant shall not have furnished Landlord adequate security as more particularly provided above, then, in order to protect the Lease Premises and Landlord against such claim of lien, Landlord may, but shall not be required to, pay the claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord, and Tenant agrees to and shall pay the same. Should any claims of lien be filed against the Lease Premises or any action affecting the Lease Premises be commenced, the Party receiving notice of such lien or action shall forthwith give the other Party written notice thereof.

N. **Indemnification.** Tenant specifically indemnifies Landlord and holds Landlord harmless from any loss, liability, claim, judgment, or action for damages or injury to Tenant, to Tenant's personal property or equipment, and to Tenant's employees, agents, guests or invitees arising out of or resulting from the condition of the Lease Premises or any lack of maintenance or repair thereon and not caused by or arising out of the tortious conduct of Landlord or its employees. Tenant further agrees to indemnify and hold Landlord harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use and occupancy of the leased premises by Tenant or by Tenant's agents, employees, guests or business invitees and not caused by or arising out of the tortious conduct of Landlord or its employees. If any claim, suit or action is filed against Landlord for any loss or claim described in this paragraph, Tenant, at Landlord's option, shall defend Landlord and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify Landlord for all such costs and fees incurred by Landlord in the defense or resolution thereof.

O. **Bond.** Tenant shall provide Landlord a performance bond in the amount of twenty thousand dollars (\$20,000), to remain in effect for the term of this Lease.

P. **Insurance.**

1. **Comprehensive Commercial General Liability Insurance.** Tenant shall purchase and maintain in force throughout the term of this Lease a policy of commercial general liability insurance covering the activities of Tenant in connection with the Lease Premises, having a combined single limit of not less than one million dollars (\$1,000,000) per person and per occurrence and property damage liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident or occurrence. The insurance shall insure against any and all liability of Tenant with respect to the Lease Premises and any other property used or useable by Tenant.

2. **Liquor Liability Insurance.** Tenant shall purchase and maintain in force throughout the term of this Lease in force with an insurance carrier acceptable to Landlord a policy of liquor liability insurance covering the activities of Tenant in connection with the Lease Premises, having a combined single limit of not less than one million dollars (\$1,000,000) per person and per occurrence and property damage liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident or occurrence. Obtaining and

maintaining any and all bonds or other requirements necessary for the service of alcohol shall be the sole responsibility of Tenant.

3. **Personal Property Insurance.** Tenant shall purchase and maintain in force throughout the term of this Lease insurance covering all of Tenant's and Landlord's furniture, appliances, fixtures, machinery, equipment, inventory, and other personal property owned or used by Tenant in, on, or about the Lease Premises. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed regardless of the cause of such damage; however, if this Lease is terminated, Tenant shall be entitled to any proceeds resulting from damage to Tenant's furniture, appliances, fixtures, machinery, equipment, inventory, and any other personal property.
4. **Worker's Compensation Insurance.** Tenant shall purchase and maintain in force throughout the term of this Lease workers' compensation insurance on any and all persons in Tenant's employ, in the minimum amount(s) as required by Idaho law.
5. **Auto Insurance.** Tenant shall purchase and maintain in force throughout the term of this Lease automobile liability coverage with minimum combined single limits of \$300,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverage for owned, non-owned, and hired vehicles.
6. **Policy Form.** All policies of insurance provided for herein shall be issued by insurance companies rated A, Class VI, or better in Best's Key Rating Guide and qualified to do business in the State of Idaho. All insurance required to be furnished by Tenant shall be on forms and with loss payable clauses satisfactory to Landlord naming Landlord as an additional insured and copies of policies of such insurance or certificates issued by the insurance company evidencing the existence and amounts of such insurance shall be delivered to Landlord. Failure of Tenant to renew or replace such insurance at least thirty (30) days prior to the expiration date of such policy shall constitute a material default under the terms of this Lease. All policies of insurance provided by Tenant may be provided within the coverage of a blanket policy(s) of insurance carried and maintained by Tenant.
7. **Failure of Tenant to Insure.** In the event Tenant shall fail to purchase and keep in force any of the insurance required of the Tenant, Landlord has the right to terminate the Lease. Landlord may, but shall not be required to, purchase and keep in force the same, in which event the Tenant shall pay to the Landlord the full amount of the Landlord's expenses with respect thereto, said payment to be made within ten (10) days after demand for such payment by the Landlord.
8. **Insurance Risks.** Tenant shall not do or permit to be done any act or thing upon the Lease Premises which would (a) jeopardize or be in conflict with fire insurance policies covering the Lease Premises and fixtures and property therein; (b) increase the rate of any insurance applicable to the Lease Premises to an amount higher than it otherwise would be for the typical use of the Lease Premises; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Lease Premises.

**VI. Responsibilities of Landlord.** During the Lease term, Landlord shall be responsible for each and all of the following.

- A. **Repair and maintenance of Lease Premises.** Landlord shall repair and maintain the following portions of the Lease Premises: roof, foundation, windows, doors, interior and exterior walls, air conditioning, electrical, heating, ventilation, mechanical, plumbing systems, parking lots, walkways, driveways, landscaping, fences, signs, and utility installations, and all parts thereof, unless such maintenance or repair is required as a result, in whole or in part, of the act of, or neglect of any duty by, Tenant, its agents, servants, employees, or invitees, in which event Tenant shall pay to Landlord the reasonable cost of such maintenance or repairs within ten (10) days of Tenant's receipt of Landlord's itemized invoice therefor.
- B. **Entry and inspection.** Landlord, at all reasonable times, and at any time in case of emergency, may enter the Lease Premises for the purpose of inspection, cleaning, repairing, altering, maintaining or improving the Lease Premises, subject to Tenant's reasonable security requirements.
- C. **Property insurance.** Landlord shall maintain insurance on the Lease Premises. Such insurance may be provided within the coverage of a blanket policy(s) of insurance carried and maintained by Landlord.

**VII. GENERAL PROVISIONS.**

A. **No agency; independent contractor.** It is understood and agreed Tenant shall not be considered an agent of Landlord in any manner or for any purpose whatsoever in Tenant's use and occupancy of the Lease Premises. In all matters pertaining to this Lease, Tenant shall be acting as an independent contractor, and neither Tenant nor any officer, employee or agent of Tenant shall be deemed an employee of Landlord. Tenant shall have no authority or responsibility to exercise any rights or power vested in Landlord.

B. **Notices.** All notices to be provided under this Agreement shall be in writing and addressed as follows:

If to Tenant:	If to Landlord:
Rooster's Tavern on the Green	City Clerk, City of Meridian
Attn: Ronda	33 East Broadway Avenue
2488 N. Turnberry Way	Meridian, Idaho 83642
Meridian, ID 83646	

Notices shall be either personally delivered or sent by U.S. mail, postage prepaid. Notice shall be deemed to have been given upon deposit in the U.S. mail, or upon personal delivery to the party above specified.

C. **Force Majeure.** In the case of damage to the Lease Premises or decreased golf course use due to Force Majeure, Tenant shall immediately notify Landlord. "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of either Party, including acts of God, pandemic, fire, flood, vandalism, accident, governmental acts, threats to human health or safety, and other like events that are beyond the reasonable anticipation or control of Party affected thereby. If the Premises or Building are damaged by Force Majeure to such extent that they are rendered unusable or unsafe for use, Landlord may immediately



terminate this Lease.

- D. **Default or breach; cure; termination.** If Landlord deems termination to be in the best interest of Landlord, or if Tenant is in breach or default of any of the terms, covenants or conditions of this Agreement and Tenant fails or refuses to cure such breach or default, within fourteen (14) days of written notice of termination, this Agreement, and all rights of Tenant in and to Lease Premises, at Landlord's option, may be deemed terminated and forfeited without further notice or demand. In the event of any default or breach of this Agreement and Tenant's failure or refusal to cure as hereinbefore provided, Landlord may, upon three (3) days' notice, enter into and upon the premises, take possession thereof and expel Tenant therefrom, with or without process of law, and without being guilty of trespass, and without prejudice to any and all other rights and remedies Landlord may have. Tenant shall be liable for any damages and any costs, including legal expenses and attorneys' fees, incurred by Landlord in recovering the Lease Premises. The rights, privileges, elections and remedies of Landlord set forth in this Lease or allowed by law or equity are cumulative, and the enforcement by Landlord of a specific remedy shall not constitute an election of remedies and/or a waiver of other available remedies.
- E. **No waiver.** Landlord's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Lease shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy Landlord may have under this Agreement with respect to such subsequent default or breach by Tenant. The acceptance of any Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.
- F. **Public venue.** Tenant acknowledges that the Lease Premises are a public place. To this end, Tenant shall maintain the Lease Premises in such a manner as shall be appropriate for all ages, values, and sensibilities. Hosted activities, staff attire, decorations, signage, and entertainment shall not include language and/or behavior that is profane, obscene, violent, or discriminatory; shall not promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin; shall not include defamatory or personal attacks, threats to any person or organization, or content that promotes, fosters, perpetuates, or incites conduct in violation of any federal, state or local law; content that violates a known legal ownership interest, such as a copyright, of any party; or any content that contains or perpetuates a message that Landlord deems to be inappropriate or not in the best interest of the City of Meridian.
- G. **No obligation.** By the granting of this lease, Landlord does not in any way bar, obligate, limit, or convey any warranty with regard to any action relating to development or operation of the Lease Premises, including, but not limited to, rezone, variance, permitting, licensing, certification, environmental clearance, or any other action allowed or required by law or approved or directed by Meridian City Council.

- H. **Mediation.** Any disputes between the Parties in connection with the rights and obligations under this Lease, shall be settled by mediation upon the request of any Party and the mutual agreement of both parties. Mediation shall be a required precursor to litigation filed regarding this Agreement. All costs associated with mediation shall be shared equally by the parties.
- I. **Nondiscrimination.** Both Parties warrant and agree that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises.
- J. **Attorney fees.** Tenant shall be liable to Landlord for all damages and costs, including legal expenses and attorneys' fees, suffered or incurred by Landlord in the enforcement of any of the terms, covenants or conditions of this Agreement.
- K. **Applicable law; nonappropriation.** This Lease shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution. Tenant acknowledges that Landlord is a governmental entity, and the validity of this agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this agreement to the contrary, Landlord's obligations under this Lease are subject to and dependent upon appropriations being made by Meridian City Council for such purpose.
- L. **Compliance with laws.** Throughout the course of this Agreement, Tenant and each and all of Tenant's employees, guests, invitees, and agents shall comply with any and all applicable federal, state, and local laws, including, without limitation, City of Meridian server training certification requirements. All practices, materials and equipment shall comply with all applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- M. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- N. **Exhibits.** All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.
- A. **Entire agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, leases, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. No verbal or written inducements to execute this Lease have been made to Tenant. In entering into this Lease, Tenant relies upon no statement, fact, promise or representation, whether express or implied, written or oral, not specifically set forth herein in writing. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
- O. **City Council approval required.** The validity of this Lease shall be expressly conditioned upon City Council action approving same.

**IN WITNESS WHEREOF**, the parties shall cause this Agreement to be executed by their duly

authorized officers to be effective as of the day and year first above written.

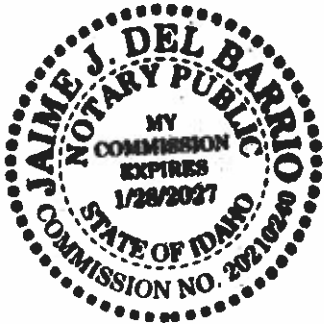
**TENANT:**  
ROOSTER'S GOLF, LLC dba ROOSTER'S  
TAVERN ON THE GREEN

STATE OF IDAHO )  
County of Ada ) ss:

Ronda DeGiorgio  
Ronda DeGiorgio, President

I HEREBY CERTIFY that on this 9 day of May, 2022, before the undersigned, a Notary Public in the State of Idaho, personally appeared **Ronda DeGiorgio**, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Jaime J. Del Barrio  
Notary Public for Idaho  
Residing at Meridian, Idaho

My Commission Expires: 01/28/2027

**LANDLORD:**  
CITY OF MERIDIAN

Attest:

\_\_\_\_\_  
Robert E. Simison, Mayor

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
County of Ada ) ss

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, know or identified to me to be the Mayor and Clerk, respectively, of the City of Meridian, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho

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

**EXHIBIT A**  
REQUEST FOR PROPOSALS AND TENANT'S  
RESPONSE



PROCUREMENT DIVISION  
Keith Watts, Procurement Manager  
33 East Broadway Ave., Ste. 106  
Meridian, ID 83642  
Phone: (208) 489-0328  
Fax: (208) 887-4813

# REQUEST FOR PROPOSALS

RFP NO. PKS-2222-11236.d

## CONTRACT SPECIFICATIONS FOR: LAKEVIEW GOLF COURSE RESTAURANT CONCESSIONAIRE

PROPOSALS MUST BE RECEIVED NO LATER THAN  
4:00 P.M. MARCH 23, 2022

**Proposals must be submitted through the City's Bonfire portal  
(<https://meridiancity.bonfirehub.com>) prior to the due date and time**

On-Site Pre-Proposal Meeting	<u>March 9, 2022 10:00 AM</u>
Not Mandatory	<u>4200 W Talamore Blvd.</u>
	<u>Meridian, Idaho</u>

### PROJECT DESCRIPTION

The City of Meridian, Idaho is seeking proposals from respondents to provide food service/catering services to operate the restaurant at Lakeview Municipal Golf Course (4200 W Talamore Blvd. Meridian, Idaho 83642).

## **QUESTIONS**

The Q&A period for this opportunity as stated in the attached starts February 27, 2022. The Q&A period for this opportunity ends March 14, 2022 12:00 PM MST. Questions must be submitted through the City's Bonfire website. You will not be able to send messages after the Q&A period.

Your proposal submission must be uploaded, submitted, and finalized prior to the Closing Time listed above. We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

## **ANTICIPATED PROJECT SCHEDULE**

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change.

February 27, 2022	Issue Request for Proposal (RFP)
March 9, 2022	Pre-Proposal On-site Meeting
March 14, 2022 12:00 PM	Question Period Ends
March 16, 2022	Addendum Issued (if needed)
March 23, 2022 4:00 PM	Proposals Due
March 25-April 4, 2022	Evaluation Period
April 8, 2022	Make Recommendation
TBD	NTP

## **CITY'S REPRESENTATIVE**

### **Procurement Representative**

Sandra Ramirez, Buyer  
33 E Broadway Ave. Ste. 106  
Meridian, ID 83642  
(208) 489-0416  
Fax (208) 887-4813  
[sramirez@meridiancity.org](mailto:sramirez@meridiancity.org)

Dated: 2/23/2022

CITY OF MERIDIAN

  
Sandra Ramirez, Buyer

# FORMAL REQUEST FOR PROPOSALS

## GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSER

CITY OF MERIDIAN  
Meridian, Idaho 83642

---

### **PRE-PROPOSAL MEETING**

The Pre-Proposal meeting, if contemplated on the cover of this solicitation, will be conducted virtually (Teams). A link will be uploaded to the City's Bonfire website.

### **DEFINITIONS, TERMS & CONDITIONS AND SPECIFICATIONS**

Additional Terms & Conditions – See separate document titled Sample Agreement

### **COMMUNICATIONS**

The City will use the BonfireHub website (<https://meridiacity.bonfirehub.com>) for the following activities:

- To post the RFP
- To receive any questions or inquires
- To issue any associated addenda
- To post award notice (including value of award)

To contact the Organization or ask questions in relation to this RFP, respondents must register through the City's public procurement portal at **meridiacity.bonfirehub.com** (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The City will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

### **ADDENDA**

All new information to respondents by way of addenda.

This RFP may be amended only by addendum in accordance with this section. If the City of Meridian, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addendum posted on the City's public purchasing portal at [meridiacity.bonfirehub.com](https://meridiacity.bonfirehub.com). Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by the City.

### **BONDING AND INSURANCE**

A successful Proposer shall acquire and maintain, at his/her own expense, all insurance and bonds described in accordance with the City of Meridian Standard Contract document found included in this solicitation.

## **CONDITIONS AFFECTING THE WORK**

Before submitting a proposal, each respondent must (1) examine the Request for Proposals documents thoroughly and satisfy themselves as to their sufficiency, and shall not at any time after submission of the Proposal, dispute such specifications and the directions explaining or interpreting them, (2) visit the site to familiarize themselves with the layout of the downtown and the concept plan site, (3) familiarize themselves with Federal, State and Local laws, ordinances, rules and regulations that may, in any manner, affect cost, progress or performance of the work; and (4) study and carefully correlate respondent's observations with the Request for Proposal's. Failure to do so will not relieve respondent from responsibility for estimating properly the difficulty or cost of successfully performing the work. **The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Request for Proposal's, or any addendum.**

## **AWARD OF CONTRACT DOCUMENTS**

Award will be made to the Proposer proposing the most advantageous and qualified proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. CITY will establish an evaluation committee. The committee will evaluate all proposals received in accordance with the evaluation criteria. The evaluation committee may also contact and evaluate the Proposer's and subcontractor's references (if any), contact any Proposer to clarify any response, contact any current users of an Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

CITY reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after notice of intent to award is issued. CITY shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of CITY after all factors have been evaluated.

While CITY intends to enter a contract for these services, it will not be bound to do so. CITY reserves the right to reject any or all proposals.

CITY shall be the sole judge of the successful offers hereunder. Proposers are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to CITY. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Proposer. A Notification of Intent to Award may be sent to all Proposers. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure until an agreement is reached. If contract negotiations cannot be concluded successfully, CITY may negotiate with the next highest scoring Proposer or withdraw the RFP.



## **PROPOSER'S COST**

The Proposer will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFP. All materials and documents submitted in response to the RFP become the property of the City and will not be returned.

## **RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence relating to the Request for Proposals and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the City after the submission deadline.

## **PUBLIC RECORDS**

The City of Meridian is a public agency. All documents in its possession are public records. Proposals are public records and, except as noted below, will be available for inspection and copying by any person. If any Proposer claims any material to be exempt from disclosure under the Idaho Public Records Law, the Proposer will expressly agree to defend, indemnify and hold harmless the City from any claim or suit arising from the City's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement. The City will take reasonable efforts to protect any information marked "confidential" by the Proposer, to the extent permitted by the Idaho Public Records Law. Confidential information must be submitted in a separate envelope, sealed and marked "Confidential Information" and will be returned to the Proposer upon request after the award of the contract. It is understood, however, that the City will have no liability for disclosure of such information. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

## **EVALUATION**

Before a contract will be awarded, the City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the top ranked Proposer(s) to perform the size and type of work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed. Proposals will be evaluated by a selection committee comprised of City of Meridian employees, and may include citizens of the City.

## **PRESENTATIONS**

The City may choose to invite those respondents, which are determined to be best qualified, to make a presentation to the City. If it is determined that presentations will be required, an additional evaluation will be conducted and incorporated into the final scoring. Further information may be provided to the prospective respondents after the initial selection.

## **FINANCIAL STATEMENT**

Proposers may be requested provide a current financial statement or the latest annual report. Proposers shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

## **WARRANTY / GUARANTEE**

Contractor delivering equipment / goods against this specification shall guarantee that the equipment / goods meet the minimum requirements set forth herein. If it is found that the equipment / goods delivered do not meet the minimum requirements of this specification, the Contractor will be required to correct the same at the Contractor's expense.

## **BRAND NAME**

Brand names and numbers, when used, are for reference to indicate the character and quality desired. Contractors may offer comparable "EQUAL" products unless expressly prohibited herein. If necessary, the burden of proof and cost on analysis to determine equality shall be that of the Contractor. If proposing an "EQUAL", please state name of manufacturer, model, and part number, if applicable, and enclose descriptive literature.

## **BONFIRE SUPPORT**

The City uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

# FORMAL REQUEST FOR PROPOSALS

## PROJECT SPECIFICS & SCOPE OF WORK

CITY OF MERIDIAN  
Meridian, Idaho 83642

---

### **BACKGROUND / PURPOSE**

The City of Meridian is soliciting proposals from respondents to provide Restaurant Services at Lakeview Golf Course. The City owns the 18-hole Municipal Golf Course, which has averaged more than 32,000 rounds of golf per year plus 130 pass holders. In previous years the City has leased the operations of the Café at Lakeview. The Café has averaged approximately \$500,000 in total revenues each year over the last three years. Lakeview Golf Course is located at 4200 W Talamore Blvd., Meridian, Idaho 83642.

Lease term year is defined as January 1<sup>st</sup> through December 31<sup>st</sup>. Resulting contract shall in no way be constructed as creating an employer-employee relationship between the City and the contractor or between the City and those hired by the awardee.

The City shall provide and pay for Water/Sewer, Pest Control and Fire Insurance on the building as well as contents owned by the City. City shall pay all other utilities with an exception of insurance on contractor owned equipment. The City provides majority of kitchen/dining room equipment needed to operate the facility. However, awardee may provide additional furniture and/or equipment needed to operate restaurant at their expense. Maintenance of said equipment will be the responsibility of the awardee.

The City will at its own expense, keep in good condition and repair the building's roof, foundations, windows, doors and interior/exterior walls. Structural condition of interior bearing walls of the premises and air conditioning, electrical, steam, heating, ventilating, mechanical, plumbing systems and appliances. Parking lots, walkways, driveways, landscaping, fences, signs, and utility installations of common areas and all parts thereof are the responsibility of the City.

The City shall provide and pay for the legal collection and disposal of all garbage and refuse generated by the operation.

### **SCOPE OF SERVICES / SPECIFICATIONS**

**Additional Requirements.** Upon selection, the successful proposer must:

- Have five (5) years' experience.
- Be eligible and qualified to hold a Municipal Golf Course Restaurant Liquor License issued by the State of Idaho.
- Agree to three (3) year lease term with two (2) one (1) year optional renewals.
- Responsible for costs of installation of a telephone line and credit card machines and maintenance of land line installation (if applicable).

- Accept credit/debit card payments.
- Daily operation hours (November through March): 7:00 a.m. – 9:00 p.m. on weekdays and 6:00 a.m. – 10:00 p.m. on weekends and holidays, except as otherwise approved by the Parks and Recreation Director as mutually agreed upon. January, February and December months will have reduced hours.
- Post hours of operation at several places on premises. On non-operational day(s) or early closure, conspicuous notice indicating closure must be presented.
- Provide services during special events/tournaments. Such events will be communicated (dates/times) in advance.
- Supply uniforms with vendor logo for all restaurant staff identifying as a restaurant employee.
- Conform to rules and regulations issued by the City as well as any other agency regulating such establishments.
  - The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the Project, as well as all order to decrees which have been promulgated and enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.
  - The Contractor shall register and obtain all licenses or permits that may be required in the execution of the contract, unless otherwise specified therein, including Business Tax Licenses. No contractor may commence work until such licenses or permits have been acquired by the contractor. Any applicable City of Meridian permit fees will be waived for this contract. All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or Local Safety or Environmental Codes.
- Pay all licenses/fees.
- Allow inspections of all facilities by the City.
- Serve alcoholic beverages and maintain a Dram shop (Liquor) Liability Policy to cover exposures from the sale of alcoholic beverages as approved by the City or any other agency regulating this matter. Obtain bonds necessary for serving alcoholic beverages (at cost to awardee). License cannot be transferred, removed or relinquished without the approval of the City. For any license suspension, revocation, or any other loss in excess of 30 days the contract shall be terminated.
- Responsible for purchase and installation of a Point of Sale system for restaurant operations and maintain the title of such equipment. Responsible for maintenance and licensing fees of such equipment.
- Responsible for purchase of all food, beverages, paper products, and supplies including but not limited to office supplies.
- City consent/approval shall occur prior to posting signage on the premises or any other part of the any City facility.
- With the exception of food/beverage carts located in the areas of the Common Area:
  - No sale of merchandise or displays outside of the defined exterior walls and permanent doorways of premises are allowed.
- Install exterior lighting, amplifiers, or similar devices or use in or about the premises any advertising medium, which may be heard or seen outside the premises, such as flashing lights, searchlights, loudspeakers, phonographs, or radio broadcasts are not allowed. Window displays are not allowed without prior approval of the Parks and Recreation Director or their designee.
- Properly pay taxes and license fees as required by any agency regulating the operation.
- Agree to maintain an itemized menu to include pricing and display to the public
  - Menu changes and price increases must be approved by the Parks and Recreation Director or their designee each year.

- Agree to operate a City owned beverage cart on the golf course with days and hours to be mutually agreed upon.
  - Agree to not place any vending machines on the premises unless approved by the Parks and Recreation Director.
- Agree to pay the City a percentage of no less than 2% of monthly gross receipts (sales tax and tips exempt).
- Agree to provide the City income statements of all gross sales in March, June, September and December each year at month ending.
- Provide food service and customer service training to restaurant employees. Employees must interact appropriately with members of the public as well as other Golf Course employees.
- Comply with applicable federal, state and local laws and regulations regarding the following:
  - Employment, compensation and payment of personnel
  - Maintenance of unemployment insurance and worker's compensation insurance
- Provide daily housekeeping, cleaning, preventative maintenance and sanitation service. Provide necessary commercial equipment and supplies for designated food service areas.
- Maintain dining area cleanliness during hours of operation but not limited to production and serving areas, dining areas, tent areas, refrigerators, freezers and receiving and storage areas to include the following:
  - Set-up, tear down for both indoor/outdoor events
  - Trash removal
  - Wipe down tables (clean spills)
  - Maintain wall-to-wall carpeting / hardwood flooring in the restaurant

## **GUIDELINES / CONTENT**

To be considered responsive, proposals should address all items identified in the below Submittal Requirements section. Please note: Some items require that the Proposer provide a detailed response and/or attachment. Failure to provide a complete response may be grounds for rejection of proposal. Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to provide the services that can best satisfy the requirements herein and the needs of CITY.

Elaborate or unnecessarily lengthy documents are discouraged. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to. All requirements and requests for information in the proposal must be responded to. All requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

## **SUBMITTAL REQUIREMENTS**

Provide separate documents for each criteria section.

### **Letter of Introduction:**

Generally, describe your business experience.

**Compensation Approach:**

Provide proposed lease payment to operate the restaurant business as described in this Request for Proposals. List as a percentage of gross sales.

**Past Performance and Experience:**

Describe the history of the company and the history of its specific involvement with food service. Provide information on company background, long-term viability, and experience with similar projects. Include any company affiliations to other corporate entities. Provide a list of any previous restaurant and/or concession contracts you may have held and a contact person.

**Proposed Menu and Pricing:**

Provide proposed product menu and pricing, including catering menu for special events and tournament package pricing.

**Facility Management and Improvement Approach**

Provide a list of proposed improvements and or amenities to improve the existing facility. List estimated costs and completion dates as requested recommendations for City completion.

**Personnel Qualifications**

Provide qualifications of personnel to include; organizational strengths, achievements and relevant experience. Provide a resume for the on-site management staff (if applicable).

- a. Explain experience and familiarity with the work specified, and the financial ability to prosecute properly the proposed work. Include the following without being limited to the following:
  1. The contractor's performance record with listing of work of a similar character and proportions in restaurant operation and provide names and phone numbers of clients or operators.
  2. An itemized list of the contractor's equipment available for use on the proposed contract.
- b. Provide an organizational chart outlining the chain of command and all employees.
- d. Quality Assurance:
  1. Include a detailed description of procedures that will implement and employ for dealing with customer complaints, including actions that will be taken to assure that the same problems are not repeated. A plan for ongoing as well as periodic customer service monitoring. How would you intend to assure customer service monitoring?

**Marketing and Advertisement Strategies**

Describe marketing and advertising strategies that will be utilized for the restaurant.

**References**

Actively engaged in the type of work / service called for in the proposal.

- a. Provide a current reference to support active engagements and three (3) past references for relevant past performance information. All references shall complete the provided form.

## **BASIS FOR SELECTION**

This Request for Proposals will be evaluated utilizing the criteria listed below. History from the current and previous projects and customers of the respondent may be used to evaluate some of the criteria.

- a. Compensation Approach (as a percentage) **(10 Points)**
- b. Past Performance and Experience **(30 Points)**
- c. Proposed Menu and Pricing **(10 Points)**
- d. Facility Management and Improvement Approach **(10 Points)**
- e. Personnel Qualifications **(20 Points)**
- f. Marketing and Advertisement Strategies **(10 points)**
- g. References **(10 points)**

## **BONFIRE SUPPORT**

The City uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

**Ronda DeGiorgio**

10753 W Mossywood Dr.

Boise, Idaho 83709

208-74-4733

[ronda@roosterseatoryboise.com](mailto:ronda@roosterseatoryboise.com)

7th of March 2022

**Sandra Ramirez, Buyer**

City of Meridian

33 E Broadway Ave. Ste 106

Meridian, Idaho 83642

Dear Ms. Ramirez,

When I was a young girl my parents would run several concession stands for my siblings and my sports and youth groups. I can remember helping my mom buy supplies, talk with vendors and hand make all the menu boards. My parents were great cooks too. I was always in the kitchen watching and helping. It was at this young age, I realized, I too enjoyed cooking, organizing and pleasing my customers.

In the year of 1981, I became Idaho State President of The Future Homemakers of America. I traveled the country and state teaching my peers sewing, cooking, parliament procedures, how to give a speech, team building and much more. I still use all these skills myself. I decided my future was going to be a Home Economist

After I graduated I worked for Payette Parks and Recreation as an office manager, referee, umpire and set up the concession stands. I decided to go to BSU in 1985, but it only lasted a year. I had become too independent and I just loved to work.

So this is when I started working at the first restaurant that I ended up buying. Since then I have owned and operated El Gringo, El Zocalo, Rooster's Eatery and Catering and Rooster's Foodservice. I also built a Mexican food trailer that we take to the Western Idaho Fair, Boise Art In The Park and once upon a time the Boise River Festival.

It is for these reasons that I would like to continue my journey with operating the Lakeview Golf Course Restaurant Bar and Grill. I have a passion for customers, food and creativity. I believe my skills would benefit the overall atmosphere, food and character of the neighbors hidden gem...Lakeview Bar and Grill.

Sincerely,

Ronda DeGiorgio





## Compensation Approach

The yearly sales number that has been given out is approximately \$500,000 for bar and restaurant. I will base the following on this number.

I believe that the compensation to Meridian City should be based off the net sales, monthly, to be due by the end of the following month. As far as what percentage of should be paid I am asking that we start with 2% of the net sales. As we progress and see what the real sales(non-covid) look like I would be willing to negotiate further. Of course, this would depend on other areas of the contract also.

Example: \$41,666.67 Average monthly sales

\$ 39,308.18 After sales tax removed (\$2358.49)

\$ 786.16 Meridian City Rent for the Month

I believe that I can grow the sales in many ways and have a better profit margin once I could run the bar and restaurant. I will elaborate on as we proceed in application process.

## Past Performances and Experience

2010 to present Managed the State of Idaho Capitol Dining Room

2005 to present Owned Rooster's Eatery and Catering

2015 to present Contract to Manage T-Mobile Call Center Cafe

2021 to present Contract to Manage Lakeview Golf Course Restaurant

1992 to present operate food booth at Western Idaho Fair, Art In The Park.

1995 to 2007 Owned El Gringo Mexican Food in Boise

1996 to 1998 Owned El Zocalo Mexican Food in Meridian

Other services provided for Firebird Raceway, Canyon County Fair, BLM Fire Services, Boise River Festival, and others.

# Proposed Menu and Pricing

## *Appetizers*

Charcuterie Board for two-2 cheeses, dried meats, bread, jams or honey, candied nuts \$13.99

Mini Corn Dog Basket- 10 mini corn dogs served with mustard \$6.99

Homemade Tortilla Chips and Salsa- \*house made chips and \*salsa \$5.99

Wing Dings-Market Price

Grilled Chicken Quesadilla-melted cheese, grilled chicken, red onion, cilantro, \*salsa and sour cream \$9.99

*Salads -choice of dressings \*ranch, \*bleu cheese, \*1000, honey mustard, \*Italian, raspberry vinaigrette,*

Chicken Caesar Salad -Crispy Romaine lettuce, parmesan cheese, grilled chicken, and homemade croutons. \$10.99

BBQ Chicken Ranch Salad-Crispy Romaine lettuce topped with shredded cheese, tomatoes, red onion, tortilla strips, corn, black beans, grilled chicken with stripes of BBQ and ranch dressing. \$10.99

Tri tip Salad-Juicy beer marinated tri tip on a bed of romaine with shredded cheddar cheese, olives, tomatoes, red onions, cucumber, and garlic croutons. \$11.99

House Salad – Romaine lettuce topped with red onions, olives, parmesan cheese, diced tomatoes, and croutons. \$6.99

*Specialty Pita's-choice of chips, tots, fries, or salad. Onions rings for \$1.79*

House Marinated Tri Tip Pita -grilled tri tip and onions with melted crumbled bleu cheese or Swiss cheese on top of a soft, warmed pita \$10.99

Turkey Bacon Pita- we layer on lettuce, Swiss cheese, tomato, \*house ranch, with a pile of turkey and bacon. \$9.99

BLTA-3 pieces of Daily's bacon layered in with the tomatoes, avocado, and lettuce on a warmed pita with mayo. \$10.49

*Charbroiled Chicken, Burger's, and Dog's-choice of chips, tots, fries, or salad. Onions rings for \$1.79*

Charbroiled Chicken Sandwich-5 oz chicken breast cooked to a tender juiciness, topped with pickles, red onion, tomato, and lettuce. \$10.49

Add cheese \$11.49    Add Bacon and Cheese \$12.99

½ lb. Angus Chuck Burger- Charbroiled to a nice pink center, topped with pickles, red onion, tomato, and lettuce served on a toasted bun.

Add cheese \$12.29    Add Bacon and Cheese \$13.99

Hot Dog-All beef dog lightly charred on a toasted bun with onions upon request. \$6.99

*Grilled and Cold Sandwiches- choice of chips, tots, fries, or salad. Onions rings for \$1.79*

Boise's Best Reuben-thinly sliced corned beef served on a marbled rye bread with a \*house made garlic mayo, 2 slices of melted Swiss cheese and toasted to perfection. \$11.99

Grilled Tuna-Grilled Albacore tuna layered between honey oat bread and melted Swiss cheese \$10.49 Try it as a cold sandwich or on a salad.

BLT- Smokey Daily's Bacon layered between our sourdough or honey oat bread, with lettuce and tomato. \$10.49 Add avocado \$1.00

Adult Grilled Cheese-2 slices of cheddar cheese and Swiss cheese melted on our sour dough bread. \$8.49 Add Ham or Turkey 11.49

That's a Wrap-Garden Veggie Wrap with mayo turkey or ham with lettuce, tomato, and cheese. \$10.49

*House favorites-*

Chicken Strip Basket -deep fried to a golden tan served with ranch, honey mustard or BBQ, and choice of side. \$9.99

Street Taco's- grilled diced carne asada or grilled chicken on three flour shells and topped with lime, red onion, tomato, cilantro and crema. Served with \*house made chips. \$12.99

## FACILITY MANAGEMENT AND IMPROVEMENT APPROACH

### 1. The dining room and bar area needs a fresh look.

- The table and chairs are worn, heavy and in need of repair. Chairs \$65 each/Tables \$200-\$275
- The paint is different colors throughout and dirty looking. White paint and painter \$3500
- The lightening could use updated. \$1000
- The carpet is hard to keep clean with all the grass and mud tracked in. Hardwoods with go with an update and keep room cleaner. \$3000

### 2. The kitchen needs a couple of pieces of equipment

- The oven cooks very uneven and takes a long time to cook anything. This has been looked at but they say it is fine. \$Find a used one.
- A emmersion blender is need for mixing soups and sauces. \$170
- A air conditioner or ventilation system. Hotest kitchen I have ever been in. Unknown, we need to see what can be done \$.
- Smallware's such as utensils, plates and forks and knives. \$500 maybe
- A steam table small 2-3 compartment would help us put food out faster. \$800

### 3. The kitchen/snack bar area could use an overhall (Dream list cost unknown)

- I would like to see an extension of the kitchen to the walkin cooler.
- This would allow for more prep room, a better flow and capacity to serve more people.
- Self server pop machine.
- Move the freezer downstairs upstairs.
- Take out house like shelving in the kitchen currently and replace with wire shelving.

### 4. The patio ambience

- Heaters and a covering for the patio \$175 each for heaters. Covering \$need bid
- The outside patio window sinage, to be used to serve from it. \$100
- Landscaping with hanging flowers and pots with auto watering system. \$300-400
- Indoor/Outdoor seating in the winter. (Dream Item cost unknown)
- Two Rubbermaid carts to set dishes in for waitstaff. \$200 each

# Personnel Qualifications

## Management Chart and duties

5. Operating Managers- Ronda DeGiorgio and Anthony DeGiorgio will be responsible for all financials (with accountant), day to day operations, ordering food supplies, hiring and firing, training of kitchen and bar staff.
6. Bar Manager-Rachel will be responsible for all ordering of the bar, works with vendors, trains bar staff and inventory.
  - Wait Staff-responsible for providing quality service in a timely manner, creating a quest experience that keeps customers coming back. Cleaning of the dining room and patio. Currently, I have 7.
  - Bus person/Host-responsible for assisting the wait staff in quick manner clearing tables, seating customers and telling them the specials and clean up. Currently looking for someone to start late April.
  - Bar Cart Person-responsible for driving a bar cart in a responsible manner selling drinks and goodies along the way. They are responsible for stocking and closing cart for the day. Currently I have 3 people to work it when the new cart arrives.

3. Head Cook–this position will eventually do the ordering, catering, cooking and training kitchen staff. Currently training 3.
  - a. Dishwashers- will work under the cook washing, cleaning and putting away the dishes. Also, assist the cook with orders. Currently I have 2 and one coming on in April.

### Performance Record

1. Owned and Operated Rooster’s Eatery and Catering from August 2005-present. Located at 9048 W. Emerald St., Boise, Idaho. 208-794-4733
2. Owner of Rooster’s Food Service LLC from 2015–present. This is the T Mobile call center cafeteria. I operate the kitchen from 7-4, Monday thru Friday.
3. Western Idaho Fair and the Art In The Park Events that we participate in each summer. I have done this since 1992. We sell Mexican Food.
4. El Gringo Restaurant I previously owned from 1995–2007.
5. Operate the Idaho State Capitol Dining Room from 2010–present. We do this during the Legislative session, January to March.
6. Other events involved throughout the years, Boise River Festival, Hyde Park , Soccer tournaments, YMCA swim meets, McCall Winter Carnival and food vendor for Plexus.

## Contractor's Equipment

1. 6 foot Propane BBQ
2. Pizza oven for outdoors
3. Deli Refrigerator for special events
4. Miscellaneous smallware and catering equipment

## QUALITY ASSURANCE

1. Employee training would be often. We will train staff to follow a guideline for handling a complaint, how to handle a complaint and when to pass the complaint on.
  - a. They should always take a complaint as an opportunity to improve. Address the customer with a smile, a face of concern and a way to fix the problem.
    1. What is the problem? Can you fix it? Is the customer unhappy? Refer to another staff member if you believe it is just a personality conflict.
    2. Do you need a manager to visit with customers?
2. Customers Service Monitoring
  - a. Secret Shoppers
  - b. Employee Feedback
- c. Observation from management and Pro Shop



## Marketing and Advertising Strategies

1. Neighborhood mailers
2. Email contacts
3. Rooster's Eatery Social Media Blasts, Kemper Sports Social Blasts
4. Flyers in house
5. Special Events- wine tasting, Pot Planting classes, Bingo, Kareoke, Paint classes, Craft Classes and more.
6. In house guest relations. Greeting customers. Management sweeping the room and engaging in conversation with customers.
7. Customer recognition for doing something outstanding, or newsworthy. Build a board, contact the media, post on our media sources

Kerri LaFever  
T-Mobile Meridian ID

[Kerri.lafever@t-mobile.com](mailto:Kerri.lafever@t-mobile.com)

208-250-2598

March 22, 2022

To Whom It May Concern:

I am writing this letter of recommendation on behalf of Ronda DeGiorgio, Roosters Eatery. I have had the pleasure of working alongside Ronda and her staff since the fall of 2015. They always have taken great care of the Call Center at T-Mobile; working to accommodate approximately 600 employees from morning to night. They have worked hard at keeping subsidy down while ensuring quality products from kitchen and barista counter. Their customer service has been phenomenal over the years; so much that we think of her staff as our T-Mobile family.

I would highly recommend Ronda and her staff to anyone looking for a partnership to expand their business upon.

Feel free to contact me should you have any questions or concerns.

Sincerely,

Kerri LaFever

Facilities Manager

T-Mobile

# References

1. Terri Kondeff, Director, Legislative Services Office, 208-334-4828, [TKondeff@Iso.idaho.gov](mailto:TKondeff@Iso.idaho.gov)
2. Michelle O'Brien, Special Projects Coordinator, 208-344-4850, [MObrien@Iso.idaho.gov](mailto:MObrien@Iso.idaho.gov)
3. Kerry, T Mobile Call Center, 208-250-2598
4. Diane Sinner, Fair Director, Canyon County Fair, 208-614-5067, [dsinner@canyonco.org](mailto:dsinner@canyonco.org)
5. Becca Simonis, Event Coordinator, Western Idaho Fair/Expo Idaho, 208-866-3679, [rsimonis@expoidaho.com](mailto:rsimonis@expoidaho.com)
6. Lonna Breshears, Business Manager, Expo Idaho, [lbreashears@expoidaho.com](mailto:lbreashears@expoidaho.com)
7. Ray Westmoreland, Recorder, Shriners, 208-371-3833, [rwest1947@gmail.com](mailto:rwest1947@gmail.com)

## EXHIBIT B

### PAY SCHEDULE

- A. **Amount.** Tenant pay Rent to the Landlord in the amount of two percent (2%) of annual gross receipts from January 1 to December 31 of the previous year.
- B. **When due.** Tenant shall pay Rent for the previous year to the Landlord by 5:00 p.m. on January 31 of each year.
- C. **Late payment.** In the event the Tenant fails to pay said compensation in full on or before the due date, Tenant shall also pay a late payment penalty of fifty dollars (\$50.00). Interest shall accrue at a rate of eighteen percent (18%) per annum on any amounts not paid when due.
- D. **Payment.** All payments shall be paid to the City of Meridian, and mailed or delivered to the Meridian Finance Department, 33 E. Broadway Avenue, Meridian, Idaho 83642.
- E. **Gross sales statements.** In March, June, September, and December, Tenant shall submit an income statement showing all gross sales totals since the previous September 1. By November 1 of each year, Tenant shall also submit to a written statement, signed by Tenant and certified to be accurate by a certified public accountant, showing in detail the amount of gross income of the preceding August 31 to September 1.
- F. **Bookkeeping.** Tenant shall keep a full and accurate set of books, adequately showing gross receipts received during each month for all operations associated with this Lease and shall, with reasonable notice, allow Landlord to inspect said books and receipt records.

# EXHIBIT C

## LANDLORD'S FIXTURES AND APPLIANCES

### Waitstaff galley & Dining room

1	hot dog warmer
1	hot dog bun warmer
1	5ft stainless steel prep table
7	6ft supply storage racks
1	industrial supply storage rack
1	ice cream freezer
5	televisions
3	high chairs
15	4 top tables
2	2 top tables
4	high bar tables
26	bar stools
30	chairs
1	POS system with printer
1	printer
1	small microwave

### Mop Room

1	medium ice machine
1	mop sink
1	6ft storage rack

### Bar

1	6ft true cooler
1	2ft beverage well
1	dishwasher
2	small bar sinks and wells
1	POS system with printer
4	IPADS – connect to POS
1	2ft ice machine
1	3ft top load cooler
1	3 door keg cooler
1	2 door keg cooler

### Kitchen

1	4ft prep table
3	5ft prep tables
2	2ft prep tables
1	rack cart on wheels
1	3 compartment sink
1	slow cooker
1	dishwasher
1	2 door upright freezer
1	handwashing sink
1	3ft lower prep table
1	meat slicer
2	commercial fryers
1	1.5 char broiler
1	2 burner gas stove
1	3ft grill/oven combo
1	toaster
1	blender
1	cuisine art food processor
1	kitchen aid mixer
2	5ft sandwich prep tables
1	food warmer
1	heat lamp

### Downstairs Storage

1	3 door upright freezer
1	chest freezer