

**LEASE AGREEMENT for
CONCESSIONS OPERATIONS AT MERIDIAN SETTLERS PARK**

This LEASE AGREEMENT for CONCESSIONS OPERATIONS AT MERIDIAN SETTLERS PARK ("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 Daisy's Italian Ice & Gelati LLC, a limited liability company organized under the laws of the state of Idaho, whose address is 2401 N. Heath Avenue, Boise, Idaho ("Tenant"), effective the 22nd day of March, 2021. In this Lease, Landlord and Tenant may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, Landlord owns Meridian Settlers Park, located at 3245 N. Meridian Road, in Meridian, Idaho, which park includes a concession building adjacent to the splash pad (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 the preparation of food consistent with the requirements and standards established by applicable federal, state, city, and health department laws, ordinances, regulations and resolutions; and the sale of food, beverages and novelty items as set forth in Request for Proposals and Tenant's response thereto, which are attached hereto as *Exhibit A*. Tenant shall also sell swim diapers. 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 services enumerated in the Request for Proposals and in Tenant's response thereto, attached hereto as *Exhibit A*. Further, Tenant shall insure that the area within and

immediately adjacent to concession area of the Lease Premises is kept clean and free of all debris, litter, or other unclean or unsightly condition caused or created by the operation.

- IV. Term of lease.** The term of this lease shall begin upon execution by both parties (“Effective Date”), and expire 11:59 p.m. on September 30, 2024, unless earlier terminated by either Party by the method established herein. The lease term shall automatically be renewed from year to year thereafter, until September 30, 2026, 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 commencing 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 Premises, including the cost of electricity or other fuels or power sources, water and sewer services, and waste disposal services. Land line telephone service is not available at the premises.
- B. Season close-out.** Within seven (7) days of the last day of operation each year, Tenant shall complete each and all of the following:
1. Deep clean the Lease Premises, to include: descaling sink, faucets, and knobs; wash walls, doors, cabinets, and vents; remove all debris from and scrub floors; disinfect all surfaces; wipe out and sanitize garbage cans and recycling bins; empty and disinfect all cabinets; defrost freezer; and disinfect microwave, refrigerator, freezer, and other food storage or preparation areas.
 2. Remove all perishable items from the Lease Premises;
 3. Unplug all equipment;
 4. Upon request of Landlord, remove some or all of Tenant’s equipment and personal property from the Lease Premises so Landlord can perform routine maintenance and repair; and
 5. Obtain written approval from City that the tasks set forth in this section have been completed satisfactorily, and that the Lease Premises can be closed for the season in a clean and sanitized condition.
- C. Criminal background check.** Tenant, and each and all of Tenant’s employees working at the Lease Premises or any person present within the Lease Premises pursuant to Tenant’s invitation or consent, shall first undergo a criminal background check. Tenant will be responsible for the cost of background checks for all employees. Tenant shall not allow any employee or person to be present within the Lease Premises whose criminal history includes any felony or misdemeanor conviction for a crime involving or related to violence, drugs or alcohol, sex crimes, theft, fraud, or moral turpitude.
- D. Personal property taxes.** If applicable, Tenant shall pay, prior to delinquency, all personal property taxes payable with respect to all personal property of Tenant, including any and all inventory, equipment, floor, ceiling and wall coverings, furniture and/or trade fixtures kept or used in or on the Lease Premises, and any improvements to the Lease Premises that are owned by and separately assessed to Tenant (“Property of Tenant”).

- E. **Surrender of Lease Premises; removal of property.** Subject to the provisions set forth herein regarding early termination, upon expiration of the Lease term or earlier termination of the Lease, whether by lapse of time or otherwise, Tenant, at Tenant's sole expense, shall:
1. Remove the Property of Tenant;
 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 up possession to Landlord.
- Any Property of Tenant left on the Premises after the expiration or 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 the Property of Tenant and/or other property as herein provided. 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 Premises or to any electrical, mechanical or fire protection facilities pertaining to the 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 Premises.
- H. **Waste.** Tenant shall not commit or allow to be committed any waste upon the 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.
- I. **No assignment or subletting.** Tenant shall not, without first obtaining Landlord's consent: (1) 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.
- J. **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").

- K. 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.
- L. Liens.** Tenant agrees that it will pay or cause to be paid all costs for work done by Tenant on the Premises, and 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.
- M. 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.
- N. Insurance.**
- 1. Comprehensive 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 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. **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 and 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 ceases due to early termination due to damage or destruction as described herein, Tenant shall be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, inventory, and any other personal property.
3. **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.
4. **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 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.
5. **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.
6. **Insurance Risks.** Tenant shall not do or permit to be done any act or thing upon the Premises or the Building which would (a) jeopardize or be in conflict with fire insurance policies covering the Building and fixtures and property in the Building; (b) increase the rate of any insurance applicable to the Building to an amount higher than it otherwise would be for the general use of the Building; 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 structural portions of the Lease Premises, including, but not limited to, the electrical systems, roof, and structural integrity of the premises, unless such maintenance or repairs are 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. **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 placed in good working order by the Effective Date at Landlord's sole expense. During the Term, Landlord shall repair and maintain equipment owned by Landlord.
- C. **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.
- D. **Property insurance.** Landlord shall maintain insurance on the Lease Premises. The insurance required in this Section 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: Daisy's Italian Ice & Gelati LLC Attn: Julie Scarborough 2401 N. Heath Avenue Boise, Idaho 83713	If to Landlord: City Clerk, City of Meridian 33 East Broadway Avenue Meridian, Idaho 83642
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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. **Early termination due to damage or destruction.** In the case of damage to the Lease Premises or decreased park 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 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 ten (10) days of written notice thereof, this Agreement, and all rights of Tenant in and to 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 Premises hereunder. 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.

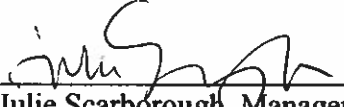
- E. **No waiver.** Landlord's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Lease shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, 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. **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 said premises, including, but not limited to, annexation, rezone, variance, permitting, environmental clearance, or any other action allowed or required by law or conveyed by City Council.
- G. **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.
- H. **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.
- I. **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.
- J. **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.

K. **Entire agreement.** This Agreement and the Exhibits hereto contain 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 oral 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.

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.

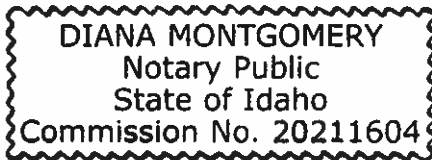
TENANT:
DAISY'S ITALIAN ICE & GELATI LLC

STATE OF IDAHO)
) ss:
County of ADA)


Julie Scarborough, Manager

I HEREBY CERTIFY that on this 22nd day of March, 2022, before the undersigned, a Notary Public in the State of Idaho, personally appeared **Julie Scarborough**, 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.




Notary Public for Idaho
Residing at 3339 EUSTICE A Meridian, ID 83646, Idaho

My Commission Expires: 04/05/2027

LANDLORD:
CITY OF MERIDIAN

Attest:

Robert E. Simison, Mayor

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

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

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 Concession Services at the Settler's Park Concessions Building.

Settlers Park is a 57.7 acre park located at 3245 N. Meridian Road on the NW corner of Meridian Road and Ustick Road. Amenities at the park include several grass sports fields, a fishing pond, 8 baseball/softball fields (baseball/softball fields contain their own concessions buildings), 7 full-size tennis courts with 6 of those 7 courts dual striped for pickleball, 3 pickleball courts, 16 horseshoe courts, 3 reservable picnic shelters, walking paths, and the Adventure Island Playground which includes a large universally accessible playground, swings, climbing boulders, and splash pad.

The concessions building is located in the middle of the park within close proximity to the Adventure Island Playground, sports fields, picnic shelters, and horseshoe courts. The interior of the concessions building is 22' x 15 ½'. Equipment included in the concessions building that will be available for use by the successful proposer include a three-compartment sink, hand washing sink, mop sink, refrigerator, chest freezer, and microwave. All other food preparation and storage equipment will need to be provided by the successful proposer.

SCOPE OF SERVICES / SPECIFICATIONS

Dates/Times of Service. The successful proposer will be required to be open daily, Monday-Sunday, while traditional calendar schools are out for summer (TBA). In addition, the successful proposer must be open weekends from Memorial Day weekend through Labor Day weekend. Minimum times of operation are 12:00am-7:00pm on all open days with the exception of dates when outdoor movies are shown at Settlers Park. On such dates, (11-12 dates in June, July and August) the concessions stand must stay open until the movie is over which varies from 10:45pm-11:45pm depending on the date of the show and the length of the movie or close at a time requested by the City Parks and Recreation Events Coordinator. Additional dates and/or times of operation may be requested by Meridian Parks and Recreation based on activities scheduled at the park. The successful proposer may choose to be open during dates and times that exceed these minimums. However, hours must stay consistent through the summer. By City Code, the park closes daily at one-half hour after sunset unless otherwise ordered or allowed by the Department Director in writing. Exceptions to the minimum dates and hours of operation may be allowed in the event of adverse weather or other prohibitive conditions.

Additional Requirements. Upon selection, the successful proposer must:

- Have or obtain all necessary Central District Health Department permits.

- Provide a copy of their current liability insurance policy with the City of Meridian named as additionally insured.
- Negotiate and enter into a separate, detailed lease agreement with the City of Meridian establishing terms and conditions of operation in Discovery Park. This lease agreement will be for a term of 3 years with two additional one-year options unless otherwise negotiated between the successful proposer and the City of Meridian.
- Undergo and pass a criminal background check. The cost of the successful proposer's background check will be paid for by the City of Meridian (no more than one individual).
- If employing one or more persons to work in the concession building, provide worker's compensation insurance and require all employees to undergo a criminal background check through the City of Meridian. The successful proposer shall not employ any person to work in the concession building whose criminal history includes any felony or misdemeanor conviction for a crime involving or related to violence, drugs or alcohol, sex crimes, theft, fraud, or moral turpitude. The cost of all employees' background checks each year will be paid for by the successful proposer. The current cost of a background check is \$18.50.
- Provide complete sales totals to Meridian Parks and Recreation at the conclusion of the season.

GUIDELINES / CONTENT

To be considered responsive, proposals should address all items identified in this 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.

Criteria necessary to evaluate the proposals in relation to the service being sought are included in the RFP documents and will be established and weighted. At a minimum, criteria will include, experience, references, compliance to the specifications and requirements for the service provided that the City may use to award contracts to the Proposer it determines appropriate.

SUBMITTAL REQUIREMENTS

Letter of Introduction:

Generally, describe your business experience.

Prior Concession Experience:

Summary of Experience. Provide a summary of Proposer's direct experience, which should be a minimum of three (3) years in the past five (5) years, and qualifications managing similar operations in the Concessions field.

Operating Plan:

Proposer shall submit an Operating Plan. All aspects of the Operating Plan, including menu, proposed fees & schedule.

Proposed Concession Employees:

Summary of Employees' Qualifications. Each of the Proposer(s) must provide information regarding the personnel who will participate in carrying out the terms and conditions of the Agreement. In the event an individual has not been selected for a particular position at the time the proposal is submitted, a listing of the experience and qualifications that will be utilized in the selection process must be provided.

Proposed Lease Payment

Provide proposed lease payment to operate the concession stand at Tully Park as described in this Request for Proposals. List as a percentage of gross sales.

Proposed Menu

Provide proposed product menu and proposed prices.

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. Prior Concession Experience (**40 Points**)
- b. Operating Plan (**25 Points**)
- c. The ability of respondent to independently perform the scope of work (**15 Points**)
- d. Proposed lease payment (percentage) (**10 Points**)
- e. Proposed menu and prices (**10 Points**)

BONFIRE SUPPORT

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

Letter of Introduction

Daisy's Italian Ice & Gelati is a family run business in operation since 2013, being the first to bring East coast style Italian Ice and Gelati to the Treasure Valley. We have served the local community through the Settlers Park concession stand and fairs and festivals across the valley. We are community minded, providing annual donations of our much-loved frozen dessert to several organizations including Meridian Public Library, Big Brothers and Sisters of Southwest Idaho, The Dae Lou foundation and local schools. Our unique frozen Italian Ice is homemade on site using fresh ingredients obtained locally when available.

Our product is made from fresh fruit blended in an ice cream batch freezer that creates a frozen treat with smooth, ice cream like consistency without the added dairy and is created in a variety of flavors similar to snow cone flavors without the hard crunchy ice and watered-down flavor. Gelati is the modern Italian Gelato, created for ice cream lovers by layering frozen vanilla custard with any of the Italian Ice flavors. In addition to our specialty, we have been able to provide hot foods and other concession items as needed to support the park.

Prior Concession Experience

Daisy's Italian Ice & Gelati has managed the Settlers Park Concessions for the past 6 years, providing frozen treats to the community as well as hot foods and various concession items as demanded by park goers. We have shown adaptability and flexibility in our service by providing treats for movie nights over the past 6 years as well as working with individual vendors holding events at the park to provide needed concessions.

In addition to managing the concession stand, we have been participating in local events for the past 8 years, including the Western Idaho Fair, Canyon County Fair, Meridian Dairy Days, Kuna Days, Eagle Fun Days, Boise Music Festival, Spirit of Boise Nite Glow, Parktacular, City of Meridian 4th of July, Nampa Festival of the Arts, and Art in the Park. We have been invited back to these events year after year, even being moved to a spot on the coveted "food row" at the Western Idaho Fair after our first year, a testament to our superior, unique product and professional management. These experiences have prepared us to manage food service in a fast-paced environment with an emphasis on quality and consistency in our product. In addition, our ability to reach multiple people at events has helped bring new visitors to Settlers Park who come to enjoy our Italian Ice that cannot be found elsewhere in the area.

References:

- Bill Rapp – President Pacific Northwest National Pickleball Association; 408-505-6914; bill@sportsrappmarketing.com
- Rance Pugmire – Sr. Marketing Consultant Townsquare Media Boise; 208-794-3832; Rance.Pugmire@townsquaremedia.com
- Rebecca Simonis – Event Coordinator Western Idaho Fair; 208-866-3679; rsimonis@expoidaho.com
- Renee White – Meridian Parks & Recreation; rwhite@meridiancity.org

Operating Plan

Customer engagement: Over the years we have heard from customers that they were not aware of the concession stand being open in the park. Our solution to this has been to add signage, enlarged poster photographs of our product and Air. Our customer base is generated from park goers and as we reach new customers at events has expanded to those who live in different areas of the valley. The uniqueness and quality of our product has Idahoans outside of Meridian visiting Settlers Park for their favorite summer treat. Customers receive friendly, efficient service from our employees who serve fresh, homemade product and process the entire sales transaction at once using our Square Point of Sale system.

Labor requirements: Over the past 6 years at Settlers, we have had a range of 5-7 employees. We can run the concession stand with 1-2 employees on the weekdays, 2 to 3 employees on the weekends and 4 to 5 employees on Friday movie nights or during park events and sports tournaments.

Facilities requirements: The park concession stand currently contains all requirements needed to make our Italian Ice and custard as well as hot foods that are available on weekends, movie nights, and during events. We can store concession food items as well as utilize the dishwashing, hand washing and mop sinks to effectively make our product and manage the concession stand.

Equipment requirements: The park contains a refrigerator that is utilized for cold storage items and one freezer. We provide additional freezers, grill, popcorn machine, nacho heating station, and the batch freezer needed to store and create all products sold in the park.

Schedule: We will be open weekends from Memorial Day until Labor Day and include additional weekends before and after these dates as weather permits. We will be open daily (Sunday through Monday) beginning in early June when local schools get out through the end of August when school resumes. Our hours of operation will be 12pm-7pm at a minimum but will generally extend until 8pm or 9pm during summer as daylight hours increase. Movie nights we will remain open until the end of the movie.

Proposed fees include Central District Health Food Establishment License which we have already obtained as well as business liability insurance and Workman's compensation insurance which we also already pay on a monthly basis. All the equipment used to make and store our products has already been obtained and paid for.

Menu: We will always fully stock regular concession items such as soda, candy, chips, sports drinks and water. We will also stock needed items to prepare frozen and hot foods fresh, based on demand. We offer samples of Italian Ice to customers throughout the park and often encourage parents to purchase Italian Ice for themselves, rather than just their kids, once they realize we are not selling the standard snow cone. See below for our full menu.

Italian Ice and Gelati menu



Italian Ice

Small \$3.50

Regular \$5

Large \$6.50

Gelati

Regular \$5

Large \$7



Frozen Custard

Small \$5 Regular \$6.50

Specialty Gelati

Regular \$6 Large \$8

Product details:

****Note that all items are handcrafted using fresh, local fruit when available.**

Italian Ice - fresh fruit blended with sugars in the same process as ice cream to create a fruity frozen dessert similar to sorbet. Dairy free and gluten free. Flavors include mango, strawberry, cherry, blue raspberry, orange ~~cream~~ and other daily flavors.

Gelati - our homemade Italian Ice layered with vanilla ice cream

Frozen Custard - thicker than ice cream but with the same delicious taste. We make this fresh daily with flavors using local fruit including Emmett cherries, locally grown ~~blueberries~~ berries, and strawberries.

Specialty Gelatis - contain our Italian Ice and Frozen custard along with mix ins to create frozen desserts including Strawberry Shortcake, S'mores, and Key Lime pie.

Other concession items:

Hot food items

Fresh popped popcorn \$2.75

Charbroiled Cheeseburger \$3.25

Nachos with Cheese Sauce \$3.00

Soft Pretzel with Cheese \$2.50

Hebrew National "All Beef" Hot Dog \$2.75

Beverages

Soda (cans) \$1.50

Water Bottles \$2.00

Italian Soda \$3.00

Flavored Lemonade - \$2.50

Fresh Squeezed Lemonade \$2.00

Snack items

Candy (large) \$1.50

Candy (small) 3 for \$1.00

Chips \$1.00

Energy bars \$2

Cotton Candy \$2.50

Proposed Concession Employees

Our primary employee is owner Julie Scarborough. Julie has been managing Daisy's Italian Ice & Gelati for over 8 years, including the day-to-day operations, coordinating events, managing employees, maintaining business plans and bookkeeping. Julie has a master's degree in Business Administration along with over 25 years of experience as a project manager and people manager at Citibank. She is also involved in community service activities including facilitating groups at her church and running a Girl Scout troop. Julie also runs neighborhood events in her role as Social Committee President. All these experiences enable Julie to effectively run an efficient company while managing employees to provide excellent levels of service.

Todd Scarborough is Julie's husband and handles creating the products, stocking supplies and building relationships with vendors and customers. Todd is the idea guy who embraced the opportunity to introduce his favorite childhood treat to residents across the Treasure Valley. He has a bachelor's degree in Health Sciences along with 20 years in the food industry.

In addition to Todd and Julie, over the years we have employed teens from our church, our teenage daughter and her friends and other teens from the local community around the park. We have several employees that return year after year when they are home from college for the summer. All our employees have passed background checks and have extensive one on one training to be able to work in a fast-paced environment while providing friendly, efficient service and a high-quality product. Our selection process includes references, prior experience in customer service, particularly food service, and experience working or volunteering with individuals of all ages.

Proposed Lease Payment

We are proposing a lease payment equal to 20% of our monthly net sales to be paid on the first business day of the following month.

EXHIBIT B

PAY SCHEDULE

- A. **Amount.** Tenant pay Rent to the Landlord in the amount of twenty percent (20%) of gross sales taking place in the previous month.
- B. **When due.** Tenant shall pay Rent to the Landlord no later than the tenth (10th) calendar day of each month. Along with the monthly payment, Tenant shall submit a breakdown of monthly sales totals.
- C. **Accounting required.** 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 Agreement and shall, with reasonable notice, allow Landlord to inspect said books and receipt records.

EXHIBIT C

LANDLORD'S FIXTURES AND APPLIANCES

1. Three compartment sink
2. Handwashing sink
3. Mop sink
4. Water heater
5. Microwave
6. Refrigerator
7. Freezer