

CITY OF ST JOSEPH

REQUEST FOR PROPOSAL

NO RFP2021-11R

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Proposals Must Be Received No
Later Than

Time: 4:00PM Date: 01/27/2021

For Information Contact

Purchasing

at (816) 271-5330

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein. All documents included in submission are to be of public record.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

Airport Café Lease

Please complete, sign and return this form with the proposal

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title : _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices, and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern. In case of an identified mistake in calculation the City may, but is not obligated to, correct the calculation based on the unit price submitted by the bidder.
- b. Any manufacturer's names, trade names, brand names, information, and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling, and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick Avenue, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. Written notice may be in the form of an email provided the email is actually received by the Purchasing Agent prior to the official closing date and time specified; any email that is not actually received, whether due to a delay in delivery, delivery to a filtering service that does not release the email, or other failure in delivery shall not be deemed to be a written notice of modification or withdrawal. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph, email, or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder, the best interest of the City, and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Purchasing Division that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

REQUEST FOR PROPOSALS for AIRPORT CAFÉ

The City of Saint Joseph, MO is seeking an owner/operator to conduct Cafe/grill and occasional banquet/catering service operations for the Airport Café located in the Administration Building of the Rosecrans Memorial Airport.

The existing Airport Café historically had a solid client base for breakfast, lunch and carryout.

In doing so, the City of Saint Joseph, MO seeks to:

- Maximize the service potential to the surrounding airport, tenants, and customers in the community.
- Maximize the revenue potential of the facility.
- Establish a positive partnership with a business that will help enhance the overall operation of the airport and services offered to the public.

Those desiring a tour of the facility, please contact Roxanne Patton at (816) 271-5374.

Service Needs

Those interested in submitting a proposal are encouraged to conduct careful analysis of the intended clientele in the development of an appropriate business plan, theme, menu, pricing and service levels. The operator will be required to operate scheduled Cafe services, seven days a week offering a minimum of two daily meals (breakfast and lunch) marketed to visitors, airport employees, the local community and occasional corporate aircraft catering needs.

Advertising and promotion of the food concession/Cafe is the responsibility of the Cafe/catering Concessionaire, although the Airport will act collaboratively where possible to support common promotional goals.

Qualified proposals must have the requisite demonstrated competence and experience in and a thorough knowledge of Cafe and catering operations including financing, marketing, design, leasing, management and oversight.

The goal of the Rosecrans Memorial Airport in seeking proposals is not only to enhance non-aviation generated revenue, but to also provide the public, patrons and employees of the Airport with a convenient and attractive facility where they can dine at the airport.

The selected Proposer shall be required to adequately meet the public's demand for a full service Cafe by providing an efficient and professional operation. Specifically, utilizing its own resources the selected Proposer shall provide all personnel and equipment necessary to establish and maintain high levels of customer service and to ensure compliance with all applicable laws, rules, regulations and standards governing the operation of a full service Cafe and related amenities on the Airport.

The selected Proposer will be responsible for the day-to-day operation and management of the Cafe, including providing all supplies, equipment, operating personnel, insurance, permits and licenses, maintenance and repair, and all other labor and material necessary or required for the adequate and continued performance of the Cafe.

The Airport Manager (or his designee) shall review the day-to-day operations of the Cafe no less frequently than quarterly. The selected Proposer and the Airport Manager (or his designee) shall maintain communications concerning the performance of the Café and establish the operating procedures under which services shall be provided.

The selected Proposer's personnel shall perform their duties in a manner satisfactory to the Airport Manager but shall be exclusively under the direction and control of the selected proposer. In performing its duties hereunder, the selected Proposer shall be an independent contractor in every respect.

Facility Specifications

The Cafe is a 40 foot by 40 foot facility overlooking Runway 17/35 and is located on the first floor of the Airport Administration Building at Rosecrans Memorial Airport. The majority of the kitchen equipment is furnished, and utilities are paid by the City of Saint Joseph, MO.

Maximum occupancy is 60 persons and ADA accessibility is provided by way of a ramp and auto open doors from the parking area.

The operating floor space of the cafe consists of areas including a commercial kitchen, space for indoor and outdoor service and seating, storage areas, walk-in cooler. Normal utilities such as water, electric and sewer are the responsibility of the City of Saint Joseph, MO. Natural gas utility will be the responsibility of the lessee.

Proposer is responsible for all janitorial and maintenance services, including the routine servicing and repair of the kitchen equipment, fire suppression, and hood system, and sanitary sewer system (grease trap). Additional storage and staging space is limited.

Proposal Requirements

Interested parties shall submit written proposals containing the following essential elements:

- Concessionaire must demonstrate experience in the Cafe/catering business and be able to show progressive quality management of similar types of Cafes, grills, and catering services for the past five years.
- Concessionaire should have ownership and management experience.
- A summary of the Cafe/Catering Concessionaire's understanding of the current market area and description of how the proposed service will attract and serve the anticipated clientele.
- Identification of the principal persons to be associated with the proposed operation and their respective qualifications and experience levels.
- The scope and extent of services to be offered, days and hours of operation, and anticipated staffing. The airport is open 24 hours per day, 365 days a year.
- The expected timetable for setup, occupancy, and startup of services, if selected.
- A sample menu and pricing targets to be offered.

- Theme (if any), overall advertising and promotion plans.
- References of Cafe/catering Concessionaire experience in similar food service locations.
- Name, address, and phone number of the firm proposed for this contract.
- The names and number of years the firm has been in business under current or previous names or additional assumed business names.
- The name and title of the person authorized to execute a contract on behalf of the firm.
- A statement outlining any exceptions to the City of Saint Joseph’s requirements or clarifications to the requirements.
- Any additional services or procedures of benefit to the Airport not specifically required herein, which the Contractor offers to provide.

Certifications and Other Contract Execution Requirements

The Cafe/Catering Concessionaire must hold all appropriate food licenses required by the State of Missouri, Buchanan County and the City of Saint Joseph, MO.

The Cafe/Catering Concessionaire must demonstrate insurance liability to protect the City of Saint Joseph, MO as co-insured at the levels stated in the attached sample Lease Agreement.

Financial Arrangement and Length of Concession Contract

Proposers must outline their desired length of contract based on the City of Saint Joseph’s minimum requirement of an initial two to five (2-5) years with negotiated renewal options. Proposals shall also outline a base commitment to operate and manage the Cafe to be paid on a monthly basis to City of Saint Joseph, MO.

The base commitment may be derived by either the percentage of estimated sales method or alternatively, as a lump sum base minimum, or a combination of the two above mentioned methods.

Regardless of method, a minimum guaranteed amount to the City of Saint Joseph, MO must be clearly offered in the proposal.

Desired length of base concession contract (minimum 2-5 yrs.). (_____ yrs.)

Estimate of anticipated yearly gross sales. (\$_____)

Minimum Annual Guarantee to the City of Saint Joseph, MO. (\$_____)

Timelines:

RFP Issue Date.....January 9, 2021
 RFP Response Due Date.....January 27, 2021 4:00pm
 Anticipated Date for Contract Award*March 1,2021

*Dates indicated may be changed during the RFP process due to revision(s) of any part of the Request for Proposal because of questions from Offerors and/or additional information requested after the Proposal Opening.

After proposal evaluations, interviews may be held with the top three proposers at the City of Saint Joseph's discretion.

Evaluation Factors

Factors other than prices and revenues to the City of Saint Joseph, MO may be used to select the successful proposal. However, pricing methods and flexibility offered by a proposer for use in negotiation of a resulting concession agreement may be considered.

If a proposal is selected, the City of Saint Joseph expects to negotiate based upon the requirements of proposal and the city's needs, goals and objectives. If negotiations fail for any reason, the City may choose to negotiate with others to achieve its objectives.

Pre-Selection Criteria

- The quality and thoroughness of the proposal response.
- Demonstrated expertise and experience in the industry, and ability to set up and open the desired food service operation in a reasonable time.
- Appropriateness and flexibility of revenue arrangements.
- Validation of references.
- The approach to compliance with requirements, innovative offerings, services offered and other related matters.
- Past performance.
- Other information as appropriate.

General Terms and Conditions

The following terms and conditions apply to all proposals to provide services.

The City of Saint Joseph, MO expressly reserves the following rights:

1. To reject any and/or all irregularities in the proposals submitted.
2. To reject any or all proposals or portions thereof.
3. To select based on due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
4. To enter into an agreement with any vendor or combination of vendors whose proposal(s), in the opinion of the City of Saint Joseph, MO, is in the best interest of the Airport.
5. All proposals must be sealed in an envelope or appropriate packaging and addressed as herein requested.
6. All documents, reports, proposals, submittals, working papers, or other materials submitted pursuant to this Request for Proposals shall become the sole and exclusive property of the City of Saint Joseph, MO.

Lease Agreement

A sample lease agreement is attached. It is to be viewed as an example only, and may be modified as agreed-upon by the City and the party with the winning proposal.

Proposal Submissions:

Proposers must submit the proposal in a sealed envelope labeled with the Name and Number of the request on the outside of the envelope **no later than 4:00pm on January 27, 2021**, to the following address:

City of St. Joseph, MO
Attn: Purchasing Agent
1100 Frederick Avenue, Room 201
St. Joseph, MO 64501

List of desired items to be submitted as previously described.

- ◆ Submit copies of sample Menus
- ◆ Owner/Operator Experience
(provide employment history)
- ◆ Other Key Employees Experience
(provide employment history)
- ◆ Term of Lease Proposal
(2-5 years minimum)
- ◆ Hours of Daily Operation
(6 am to 2 pm currently but will consider alternative proposals)
- ◆ Open Days/Week
(7 days/week preferred)
- ◆ Open Days/Year
(Please list desired holidays proposed for Café closed)
(Thanksgiving and Christmas weekends acceptable)
- ◆ Marketing/Advertising Plan
- ◆ Carryout Availability
(encouraged)

AIRPORT CAFÉ LEASE AGREEMENT

THIS AIRPORT CAFÉ LEASE AGREEMENT (hereinafter, the “Lease”) is entered into this ____ day of _____, 2021, by and between the **City of St. Joseph, Missouri**, a municipal corporation located in Buchanan County, Missouri, (the “Lessor”), and _____, doing business as _____ (the “Lessee”).

RECITALS

WHEREAS, Lessor is the owner of certain real property being, lying and situated in Buchanan County, Missouri, on which the Rosecrans Memorial Airport (hereinafter, the “Airport”) is located; and

WHEREAS, the Airport contains a space designed for use as a café in which Lessee desires to operate a café, diner, or similar restaurant and Lessor desires to lease said property to Lessee for such use.

NOW, THEREFORE, in consideration of mutual promises, covenants and considerations hereinafter contained, the parties agree as follows:

1. LEASED PREMISES. Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the following premises situated in the Airport Terminal Building, Rosecrans Memorial Airport, City of St. Joseph, Missouri, to wit:

A space forty (40) feet by forty (40) feet on the south end of the ground floor of said building, which includes the dining room, snack bar, counter, kitchen, pantry, employees’ locker room, storage and office space, together with the improvements thereon and therein (hereinafter, the “Premises”).

The Premises shall be used and occupied by the Lessee, exclusively, as a restaurant, diner, and café and for purposes specifically related thereto. The Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

The Lessee stipulates, represents and warrants that the Lessee has examined the Premises and that the Premises is at the time of execution of this Lease in good order and repair and in a safe and clean condition.

2. TERM. The initial term of this Lease shall be for a period of ____ year, commencing on _____, and continuing through _____. Thereafter, unless Lessee notifies Lessor, in writing, at least sixty (60) days in advance of the termination of the initial one (1) year term that it is terminating this Lease at the end of the initial one (1) year term, this Lease shall automatically renew for a period of four (4) additional years, terminating on _____.

Notwithstanding the foregoing, in the event the Lessor increases the monthly rent as described herein, the Lessee may terminate this Lease on the first day of the first month during which the increase is scheduled to go into effect by providing forty-five (45) written notice of such termination. This paragraph shall not be deemed to allow termination without penalty after the first day of the first month during which the increase is scheduled to go into effect.

3. **RENT.** The monthly rent due from Lessee to Lessor for the Premises will be _____ per month; however, the Lessor may unilaterally increase the monthly rent at any time beginning or after _____ by providing ninety (60) days' notice of such increase. All such rent must be paid in advance on the first day of each and every month for which such rent is due. If payment of the rent has not been received by Lessor by the fifth (5th) day of the month during which it is due, Lessee shall pay a late fee of twenty-five dollars (\$25.00). An additional twenty-five dollars (\$25.00) late fee will be added to the balance owed for each additional thirty (30) day period that due rent remains unpaid.

4. **DEPOSIT.** To secure payment of rent, and to secure the Premises from damage that may occur during the term of this Lease, Lessee shall pay to Lessor a security deposit in the amount of Five Hundred Dollars (\$500.00). Lessor shall return said security deposit to Lessee within thirty (30) days of the termination of this Lease under any circumstance, less any amounts owed by Lessee to Lessor and less all amounts utilized for the reasonable repair or cleaning of the Premises.

5. **RESPONSIBILITIES AND REPRESENTATIONS OF LESSOR**

- a. Lessor has good title to the Premises and good right to make this Lease.
- b. Lessor will maintain in good repair the roof and outside walls of the building now located on the Premises.
- c. Lessor will provide reasonable common area snow removal, grass cutting, landscaping, and outer deck area maintenance as the Lessor deems necessary.
- d. Lessor will provide water, sewer, and electricity, at Lessor's expense, subject to reasonable limitations on use by Lessee and his or her invitees or guests.
- e. Lessor will provide use of a solid waste dumpster for café, diner, and restaurant waste and materials it generates for use and disposal of such wastes and materials only. Lessor shall not grant permission to dispose of non-café, diner, or restaurant-related materials in said dumpster under any circumstances.
- f. To the extent parking lot spaces are available and not leased or otherwise guaranteed to other third parties, Lessor will allow Lessee to use automobile parking spaces owned by it near the Premises for temporary parking of Lessee's customers' automobiles.

6. **EQUIPMENT**

- a. Lessor will provide equipment currently present in the Premises and listed in the attached Exhibit "A" and will verify that such equipment is in good working condition prior to the date on which the Lessee commences business operations. Lessor

warrants that all such equipment has been inspected and, if necessary, repair prior to execution of this Lease.

b. In the event equipment currently present in the Premises and listed in the attached Exhibit "A" fails to function properly during the term of this Lease, and not as a result of acts of the Lessee's or its employees', agents' or others' acting on its behalf, Lessor shall repair or replace such equipment. In no event, however, shall Lessor be responsible for repairs or replacement of any equipment that is damaged or fails to function properly as a result of the acts of the Lessee, its employees, its agents or any other acting on the Lessee's behalf.

c. Lessee shall keep and maintain said equipment in good working condition and return possession to Lessor in the same condition as received, normal wear and tear excepted.

d. Lessee shall provide receipts of any repairs performed by third parties on the equipment contained in the Premises and described in the attached Exhibit "A". In no event shall Lessee allow any security agreement, lien or other encumbrance to be placed upon such equipment or any other equipment not owned by the Lessee on the Premises.

e. Notwithstanding the statements above regarding equipment, Lessor and Lessee shall each pay equivalent portions of any costs to repair the walk-in cooler in the Premises in the event said walk-in cooler fails to function properly for any reasons unrelated to damage or other failure caused by the acts of the Lessee, its employees, its agents, or any others acting on its behalf. In the event Lessee, its employees, its agents, or any others acting on its behalf cause damage or other failure to the walk-in cooler on the Premises, Lessee shall be solely responsible for repair of such damage or failure.

7. BUSINESS HOURS.

a. Regular Business Hours. Lessee shall be open and providing food service from 6:00 a.m. through 2:00 p.m. Monday through Friday.

b. Holidays. Lessee may refrain from opening and providing food service on any nationally-recognized holiday, provided Lessee posts reasonably advanced notice that the café, diner, or restaurant will not be open on such holiday.

c. Additional Business Hours. Lessee may maintain additional reasonable business hours within Lessee's discretion, provided that such hours are consistent or associated with special event occurring at the Airport.

d. In the event the Lessee desires to hold any non-aviation related special or private event that requires opening of the Premises substantially beyond the stated hours of operation as provided above, the Lessee must seek and obtain written approval from the Lessor's Airport Administration. An additional charge to Lessee of fifty dollars (\$50.00) per event shall apply to any approved non-aviation related, after-hours activities or operations.

8. RESPONSIBILITIES AND REPRESENTATIONS OF LESSEE

a. Lessee will use the Premises for the purpose of operating a café or restaurant and for no other purpose, unless the written consent of Lessor is first obtained.

b. Lessee shall not assign or sub-let any portion of the Premises without the prior written consent of the Lessor.

c. Lessee covenants to operate a quality café, diner, or restaurant and to keep the Premises clean.

d. Lessee shall require all staff, employees, and representatives of the café, diner, or restaurant being operated on the Premises to adhere to a dress code acceptable to normal café, diner, and restaurant business practices. Lessor may, through its Airport Administration, periodically review and require changes to any work attire worn by Lessee, or her employees, staff, or representatives.

e. Lessee shall not permit any offensive, loud, or boisterous conduct or language on the part of the employees, patrons, or any other person in or on the Premises.

f. Lessee shall not permit gambling or gambling devices of any kind on the Premises.

g. Lessee's staff, employees, or associated representatives shall not bring children onto the Premises for extended periods while such staff, employees and associated representatives are working on the Premises or for extended periods when off duty.

h. Lessee will maintain in good condition all interior surfaces and perform all interior decorating, including interior wall repair and painting, at its own expense on the Premises.

i. Lessee shall not remodel or make other changes to the Premises beyond mere decorating to the interior without first submitting the proposed plans to the Lessor and obtaining its consent and proper permits. It is understood that the Lessor specifically retains the right to approve the materials to be used in any remodel or other change to the Premises beyond mere decorating.

j. Lessee will regularly inspect the bottoms of any tables and chairs in the premises and will maintain such tables and chairs so as to not damage the floor surface on the Premises.

k. Lessee will keep and maintain all lighting equipment, drains, grease traps, ventilation hood, deep-fryers and any other equipment in good working order and in compliance with any and all local, state and federal health code regulations. In the event that any of Lessee's equipment contributes to any damages to Lessor's electrical, sewer, ventilation, or any other utilities or facilities, Lessee shall be held strictly liable for any and all costs of repair.

l. Lessee will keep and maintain the vendor service entrance to the Premises and the approach to the Premises, including all walks and patios, however constructed, free of all trash, debris and other foreign substances and maintain said areas in a safe and clean manner.

m. Lessee will permit the Lessor to enter the premises at any reasonable time for the purpose of inspecting the same or making repairs. Lessee shall, within five (5) working days of notice from the Lessor, correct, repair or clean any noted deficiency in the maintenance, repair and general upkeep and cleanliness of the Premises and equipment contained therein.

n. Lessee shall be responsible for all insect and vermin control within the Premises, as well as any and all health regulations governing restaurants in the corporate limits of the City of St. Joseph, Missouri.

o. Lessee shall keep the cooking hood vent system cleaned and in compliance with all safety codes, regulations and compliance directives. Lessee shall have the hood system inspected as required by a certified safety inspection agency. Lessee will, at its own expense, have the cooking hood vent system professionally cleaned on at least a quarterly basis.

p. Lessee shall not place any sign upon or in the Premises unless the written consent of the Lessor is first obtained; Lessee shall further keep front windows of the Premises that face the neighboring lobby clean and clear of debris.

q. Lessee shall not leave any doors or windows, including the to-go window, open during or after restaurant or café operating hours, and shall otherwise maintain its best efforts to minimize cooking odors, patron noise and other traffic from entering into Airport lobby area.

r. Lessee will not bore or cut into any column, beam, or other part of the Premises for any purpose whatsoever or make any alteration or addition to said Premises without first obtaining the written consent of the Lessor; all alterations, additions, and improvements made by the Lessee shall be and remain the property of the Lessor upon the termination of this Lease; provided, however, that nothing herein shall prevent the Lessee from removing Lessee-owned equipment.

s. Lessee will furnish equipment as needed to operate a restaurant, diner, or café on the Premises and will remove all such equipment owned by it upon vacating the Premises.

t. Lessee shall surrender the Premises upon termination of this Lease in as good condition as received, ordinary wear and tear excepted, and to pay double rent for each day the Lessee or anyone holding under Lessee, shall retain the Premises after the termination of this Lease, whether by limitation or forfeiture.

9. DEFAULT. In the event of any default by Lessee in the payment of rent or any other covenant or term of this Lease, after ten (10) days written notice from the Lessor setting forth the nature of default, and in the event Lessee is unable to cure the default within ten (10) of such notice, or if the Lessee shall be dispossessed, abandon or vacate the Premises, or become bankrupt or make a general assignment for the benefit of its creditors, the Lessor shall have the right to re-enter and take possession of the Premises, upon which time all rights and interests of the Lessee hereunder shall cease and terminate immediately. Upon taking possession pursuant to this section, the Lessor may, at its election, re-let the Premises and may hold Lessee liable for the difference in the rental for the balance of the remaining term in addition to any other remedies the Lessor may have by law.

10. INDEMNIFICATION. THE LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE LESSEE, THE LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS AND EMPLOYEES AND TO ANY OTHER PERSON ENTERING THE PREMISES, OR TO GOODS OR EQUIPMENT OR IN OR ON THE PREMISES, AND LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE WHATSOEVER THAT ARISE ON OR IN THE PREMISES OR THE ENTRANCES, EXITS AND OTHER ACCESS POINTS THERETO. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY LESSEE,

LESSEE'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF.

11. ATTORNEYS FEES. Should it become necessary for the Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, the Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

12. RECORDING OF AGREEMENT. The Lessee shall not record this Lease on the public records of any public office. In the event that the Lessee does so record this Lease, this Lease shall, at the Lessor's option, terminate immediately and the Lessor shall be entitled to all rights and remedies that it has at law or in equity.

13. INSURANCE. The Lessee shall maintain property coverage and commercial general liability coverage in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two million Dollars (\$2,000,000) general aggregate for bodily injury and property damage for the Premises. The Lessee shall provide the Lessor with a certificate of insurance naming the Lessor as an additional insured as it pertains to general liability insurance. The Lessor is not responsible for insuring the Lessee's, or the Lessee's permitted visitors', guests', invitees' and others' personal property and vehicles, against loss or damage due to theft, vandalism, fire, water, rain, criminal or negligent acts of others, or any other cause. The parties agree that, upon notification by the Lessor, the Lessee shall take all actions necessary to avoid (i) an increase in the Lessor's insurance premium (or the Lessee shall pay for the increase in premium) or (ii) loss of insurance.

Lessee shall also maintain at all times during the term of this agreement, insurance coverage for claims under Workers Compensation with statutory limits, including Employers' Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000), disability benefit and other similar employee benefit laws as required by Missouri Law.

The Lessee shall provide certificate(s) of insurance to the City. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the City before any policy covered thereby is changed or canceled. Such certificate shall be in a form acceptable to the City. The Lessee shall have the obligation to provide additional certificate(s) evidencing continuation of coverages.

14. DAMAGE TO PREMISES

a. If the building containing the Premises is damaged to the extent that it is wholly unfit for use as a restaurant or café and the same cannot be restored to a condition substantially as good as prior to the destruction within sixty (60) days, the Lessee may terminate this Lease by giving the Lessor written notice of intent to terminate within fifteen (15) days after the damage, and in case of such termination the Lessee shall be entitled to refund of prepaid rent from the date of the damage.

b. If the building containing said premises is damaged, but not rendered wholly unfit for use as a restaurant, the rent shall be abated proportionately until the building is restored; provided, however, that if it is not restored within sixty (60) days, the Lessee may, at its election, terminate this Lease by giving the Lessor fifteen (15) days written notice of his intention to do so.

15. WAIVER. Waiver of any provision of this Lease or breach of this Lease shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Lease. Failure by one of the parties to this Lease shall not be deemed a waiver of such rights.

16. NOTICE. Any notice required to be given hereunder may be given by personal service or by certified mail, return receipt requested, to the parties as followed:

Lessee _____

With a copy to:

Lessor City of St. Joseph, MO
Attn: Airport Administration
100-B NW Rosecrans Road
St. Joseph, MO 64503

17. SEVERABILITY. If any of the provision of the Lease shall be construed to be invalid or illegal, the validity or legality of the other provisions of this Lease shall not be affected thereby. Any invalid or illegal provision of this Lease shall be severable and any other provisions shall remain in full force and effect.

18. MISCELLANEOUS

a. Lessee will abide by all rules and regulations pertaining to the operation of the Airport, as well as any and all directives, rules and regulations as established by Airport Administration.

b. Lessee agrees to abide by all ordinances or resolutions of the City Council of the City of St. Joseph, Missouri, as though the Premises were contained within the city limits of the City of St. Joseph, Missouri, including all the payment of all taxes and the

necessity to obtain all licenses or registrations contained in the Code of Ordinances or otherwise adopted pursuant to the Code of Ordinances.

c. Lessee agrees to abide by all local, state and federal laws relating to the performance of this Lease.

d. This Lease has been made in, and its validity, performance and effect shall be determined in accordance with, the laws of the State of Missouri; venue for any legal action between the parties shall be solely and exclusively in Buchanan County, Missouri.

e. During the time of war or national emergency, Lessor shall have the right to lease the Premises or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended provided that the term of this Lease may, at Lessee's option, be extended by the amount of the period of such suspension. To exercise this option, Lessee shall give Lessor notice of intent to extend within thirty (30) days following the effective date of the beginning of said suspension.

f. This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the Premises or use it for another purpose, this Lease shall be considered terminated upon the effective date of any such agreement.

g. Lessor reserves the right of flight for the passage of aircraft above the surface of the Premises, together with the right to cause in such airspace such noise as may be inherent to the operation of aircraft now known or hereafter used; and Lessor reserves the right of using airspace for landing at, taking off from, or operating aircraft at or near Rosecrans Memorial Airport.

19. MODIFICATION. The parties hereby agree that this Lease contains the entire agreement between them. All other representations or statements heretofore made, verbal or written, are merged herein and this Lease may be modified changed, altered or amended only in writing, executed by duly authorized representatives of the parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its proper officer, and the Lessee has hereto affixed his or her signature(s) or has caused this lease to be executed by its proper officer, if any, all in triplicate on the day and year first above written.

LESSEE

LESSOR

CITY OF ST. JOSEPH, MISSOURI

, City Manager

ATTEST:

Paula Heyde, City Clerk

APPROVED AS TO FORM:

City Attorney