

(11)

~AD HOC REPORT~
Lease of Café-Library Innovation Center
Monday, October 20, 2014

Chairman Jack Knapp called the meeting to order at 6:17 p.m. on Monday, October 20, 2014, in the Caucus Room, 3rd Floor, Danbury City Hall, 155 Deer Hill Avenue. Present were Committee members Michael Haddad and Paul Rotello. Also present were Les Pinter, Corporation Counsel; Dan Garrick, Assistant Director of Finance; Rick Palanzo, Director of Public Buildings; and Lambert Shell, Library Director.

Chairman Knapp introduced everyone present at the meeting.

Mr. Pinter reviewed provisions of the 10-year license agreement with Ray Mackie's Café and Caterers LLC, who was the only bidder. He outlined the location, the investment the company will make to outfit the space, the schedule of increasing rent, and other details. There is a 90-day termination provision, and Mr. Pinter commented on a preference that they use the City's cleaning services. Utilities were discussed. Hours shall coincide with the Library's hours. Mr. Pinter responded to Chairman Knapp's question that the license agreement is preferable by the City over a lease.

Councilman Rotello requested the 90-day termination provision be retained for the City, but be removed for the first year for the licensee. Mr. Palanzo commented that the licensee concurs with the figures noting the City wants the operator to succeed. The City is purchasing the back cabinets and lunch counter, as well as the tables and chairs as approved by the Library. He responded to questions regarding pass cards, entrances, and set up/cleanup hours in response to Councilman Haddad. Mr. Palanzo outlined the bid process.

Mr. Garrick responded to questions regarding the effort reduce the initial rent, then subsequent increases. Councilman Rotello suggested a bump up in the rent. Mr. Palanzo noted the business is a new type in this location and the business needs time to build. The Commission commented on other vendors, some of whom wanted drive-up windows, etc.

Councilman Rotello requested an addendum to Page 6 2, Paragraph 6 stating, 'Water may not be used for energy or refrigeration systems.' He stated he has no problem with the systems as long as the City is notified and works something out. Councilman Rotello requested an increased security deposit - two months at \$1,200. Mr. Pinter responded to his questions regarding liability, maintenance, etc.

Mr. Shell responded to comments regarding parking and Wi-Fi access.

Chairman Knapp requested that Mr. Palanzo let the applicant know that this will be voted on the next Agenda and that she is invited to come speak if she desires.

A motion was made by Councilman Haddad and seconded by Councilman Rotello, to accept the licensing agreement for the Café-Library Innovation Center to Ray Mackie's Café and Caterers according to the lease agreement from the City of Danbury as set forth with amendments noted by Councilman Rotello added for a security deposit of \$1,200 and utilities, amendments stipulating that water cannot be used for energy or refrigeration systems, and that the 90-day termination policy be retained by the City but removed for the first year only for the licensee. The motion passed unanimously.

Mr. Pinter responded to Chairman Knapp that this will be given to the applicant this week to ensure there is no objection, then be placed back on the agenda prior to the 6th.

A motion was made by Councilman Rotello and seconded by Councilman Haddad, that the Ad Hoc Committee be adjourned. The motion passed unanimously at 6:52 p.m.

Respectfully Submitted,

Jack Knapp, Chairman

Michael Haddad

Paul Rotello

LICENSE AGREEMENT

11-1

THIS LICENSE is granted this _____ day of November 2014, by the CITY OF DANBURY, 155 Deer Hill Avenue (hereinafter "CITY") to Rymackees Café and Caterer, LLC, of the Town of Norwalk, County of Fairfield and State of Connecticut, (hereinafter "LICENSEE"):

WHEREAS, the LICENSEE wishes to obtain a license from the City permitting LICENSEE to use a portion of the first floor of a certain building located at 164 Main Street, approximately 638 square feet, as described on Exhibit A attached hereto and incorporated herein (hereinafter "Licensed Premises"), for the purpose of operating a café type of business which will be complimentary to the operation of the Public Library and the Innovation Center at 164 Main Street.

WHEREAS, the LICENSEE will operate a café type business and perform the services included in the Request for Proposals/Qualifications and the Response, which documents are attached hereto and incorporated herein as Exhibits B and C respectively.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. The CITY does hereby grant a non-transferable, terminable (see paragraph 5 hereof) license to the LICENSEE to allow it use the Licensed Premises described below for purposes of operating a café type business during the term of this license, subject to the further provisions contained herein.
2. This license shall commence on the day first written above and shall continue, in accordance with the terms hereof, until terminated as provided for herein, upon payment of license fees as follows:

License Fees, Security Deposit:

- a. During the first year of the license agreement the monthly license fee shall be the sum of \$600.00, payable in advance on or before the first of each month.
- b. During the second year of the license agreement, the monthly license fee shall be the sum of \$1,200.00 payable in advance on or before the first of each month.
- c. During the third, fourth and fifth years of the license agreement, the monthly license fee shall be the sum of \$1,800.00 payable in advance on or before the first of each month.
- d. The obligation to make the monthly payments shall commence on the first day of the month following the completion of the construction of the Café area and the issuance of any certificate of occupancy, if required. The first payment shall include an additional amount, calculated on a pro-rata basis, representing the amount due between the date of the issuance of the certificate of occupancy and the last day of the month.
- e. The first payment shall also include an additional sum of \$1,200.00, representing two (2) months' license fee as a security deposit, which shall be utilized by the City, in its sole discretion, should the LICENSEE fail to perform any terms of this License Agreement, including the payment of any expenses/obligations incurred by the City in connection with the granting of this License which the LICENSEE has failed to pay, including the monthly license fee. If the LICENSEE shall fully and faithfully comply with all the terms and conditions of this License Agreement, the security deposit shall be returned in full to the LICENSEE following the termination of this License Agreement and the surrender of the Licensed Premises. In the event that any part of the security deposit is appropriated or applied, any balance remaining at the end of the License Agreement shall be returned to the LICENSEE.
- f. If the City elects to grant an additional five year license term, the amount due for monthly payments shall be determined at that time.

- 3. Licensed Premises and Licensee Obligations. The Licensed Premises is described in Exhibits A, B and C as "Library Cafe". The LICENSEE shall provide a high quality and professional operation. The LICENSEE shall employ an adequate number of competent and able people to ensure the proper functioning of the café. The LICENSEE shall at all times maintain the highest quality of service and must keep the licensed premises in a clean, sanitary and orderly condition. The LICENSEE's relationship with the City is that of an independent contractor and no employee of the LICENSEE shall be deemed to be an employee and/or agent of the City.

- 4. Permits, Improvements, Alterations, Fixtures and Personal Property. The use of the Licensed Premises shall be limited purposes as set forth in Exhibits A, B and C, for café purposes only. Prior to making any improvements, alterations or modifications thereto, or placing any fixtures, equipment or personal property upon or above the area of the Licensed Premises, the LICENSEE shall submit a detailed site plan to the Superintendent of Public Buildings, or his designee, depicting the nature and location of the proposed improvements, alterations or modifications. All improvements, alterations or modifications shall be made in accordance with the approved plan. Prior to starting the work, the LICENSEE shall obtain all permits necessary from any state or local agency or department, including but not limited to the City of Danbury Building and Health Departments, which may be required by law to make such improvements, alterations or modifications. Said modifications are also subject to the approval of the Superintendent of Public Buildings. The LICENSEE shall provide all equipment, fixtures and personal property necessary to operate its business. All equipment, fixtures and personal property in the Licensed Premises shall remain the property of the LICENSEE. The dishwasher, furniture and any other items/fixtures installed and/or provided by the City shall remain the property of the City.

- 5. Termination. BY CITY: The CITY may terminate this license without obligation or liability of any kind to the other as a result of said termination, upon not less than ninety (90) days prior written notice to the non-terminating party. Notwithstanding the foregoing, the CITY shall have the right to terminate this license at its sole option and in its sole discretion without obligation or liability of any kind to the LICENSEE and with less than the aforementioned ninety (90) day's notice, in the event of an emergency or unforeseen condition, for failure to pay rent or any charge payable hereunder by its due date, or if the interests of the public so require. For purposes of the termination provision of this license, the Mayor of the CITY shall have authority to exercise the CITY'S right of termination on the CITY'S behalf.

BY LICENSEE: The Licensee may terminate this License not earlier than one (1) year from the date the services are first commenced on site pursuant to the same method of notice indicated above.

- 6. Utilities. The City shall pay for all utilities and services used in connection with the Café, including heat, electricity, water and sewer. Water use shall be limited to general purpose uses café purposes but shall exclude any high volume energy usage or power generation or cooling unit use that would result in excessive water or sewer consumption or use.

- 7. Cleaning Services. The LICENSEE agrees that it shall retain the cleaning service utilized by the City to clean the Licensed Premises at least seven (7) times per week, said cost being paid by the LICENSEE as billed. Any other service utilized for this purpose shall be preapproved by the City. The Licensee further understands its obligation to keep the premises free of infestation from any source or cause at its expense and shall immediately notify the City of same and steps taken to address.

- 8. Refuse Services. The LICENSEE shall be solely responsible maintaining and paying for all refuse removal services. Refuse receptacle containers shall be placed in a location specified by the Superintendent of Public Buildings. Refuse shall be removed a minimum of one (1) time per week, and more often if deemed necessary by the Superintendent of Public Buildings.
- 9. Hours of Operation. The LICENSEE shall operate and ensure that the Library Café is open to the public for no less than the same hours which the Danbury Public Library is open to the public. Said hours are enumerated in Exhibit B and may change from time to time.
- 10. Insurance. During the term hereof, LICENSEE shall take out and maintain such Comprehensive General Liability Insurance as will protect it and the CITY from claims from damages for personal injury, including action or omissions in the course of the use of this license property, whether such actions or omission are undertaken by the LICENSEE or by any contractor or subcontractor hired by or on behalf of the LICENSEE or any anyone directly or indirectly employed by or acting on behalf of any of the foregoing entities. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability	
and	\$2,000,000.00 (combined)
Property Damage Liability	each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the CITY for its review. All policies of insurance shall be subject to the approval of the CITY with regard to the adequacy of the protection they purport to provide. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCH POLICY. Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or otherwise acceptable to the CITY. Full disclosure of all exclusions shall be provided with respect to all required coverages. All policies relating to this license shall be written so that the CITY SHALL BE NOTIFIED OF CANCELLATION OR CHANGE AT LEAST THIRTY (30) DAYS PRIOR to the effective date of such cancellation or change.

Certificates of insurance shall be filed in triplicate with the CITY and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the CITY not less than ten (10) days before the expiration of such policies.

The LICENSEE agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the CITY thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the CITY shall be notified thereof within said time.

- 11. Indemnification and Hold Harmless. The LICENSEE agree that it shall indemnify and save harmless the CITY and any of its officers, agents, employees, Boards, Commissions and Representatives who may be named as co-defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, employees, agents, Boards, Commissions and Representatives of the CITY or by any officers, employees, agents of the LICENSEE, or by any business invitee or patron of the LICENSEE, or arising out of damage to property real or personal, including the occupancy of the Licensed Premises and/or the sidewalk adjacent to the Licensed Premises, alleged to have been caused in whole or in part by acts or omission of the LICENSEE or any business invitee of the LICENSEE or by anyone directly or indirectly

employed or working for the LICENSEE, including volunteers, subcontractors, material men, suppliers and agents, in connection with the license or use of the Licensed Premises. The LICENSEE further undertakes to reimburse the CITY for any damage to its real or personal property occurring in connection with the license or use of the licensed property by the LICENSEE or by any of its officers, agents or employees or any of its business invitees, unless the damage is caused by the CITY. The LICENSEE agrees to immediately restore any damaged property to its original condition to the sole satisfaction and approval of the CITY.

- 12. Conformity with Laws and Signage. The LICENSEE agrees to comply with, and conform to all laws of the State of Connecticut, and to the ordinances, rules and regulations of the CITY and to obtain any required permits, from any applicable authority, including but not limited to the State of Connecticut, the Department of Health, Housing & Welfare, the Fire Marshal and the Department of Planning and Zoning of the CITY. All signage on the interior or exterior of the Licensed Premises shall be subject to prior written approval of the City. All signage on the exterior of the building shall conform to the requirements of the City of Danbury Zoning Regulations.
- 13. Restoration of Licensed Premises. The LICENSEE agrees to restore the Licensed Premises to its original condition upon the termination of the license to the sole satisfaction of the CITY.
- 14. Condition of Premises. The LICENSEE agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the Licensed Premises, and that it shall maintain the Licensed Premises in a neat and orderly condition.
- 15. Documents. In the event of any inconsistency between this document and attachments or referenced documents, this document shall control and to the benefit of the City.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of November 2014.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

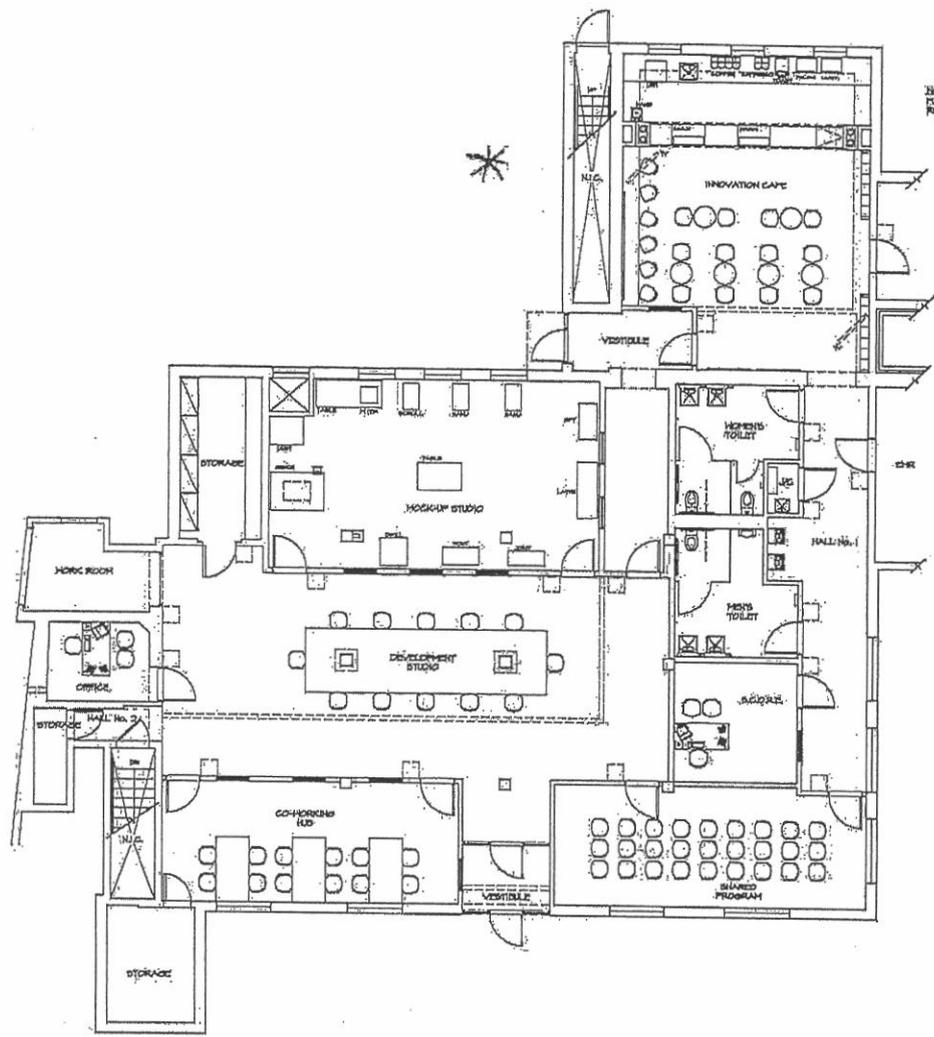
By: _____
Mark D. Boughton, Mayor

LICENSEE

By: _____
Rymackees Café and Caterer, LLC
duly authorized

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EXHIBIT A



NOTE:
FURNITURE CONCESSIONS WILL APPLY FOR EQUIPMENT REVIEW AT THE TIME OF LICENSE APPLICATION.

GENERAL NOTES:

1. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS IN THE FIELD. REFER ALL QUESTIONS AND/OR CLARIFICATIONS TO THE ARCHITECT.
2. THIS FURNITURE PLAN IS FOR INFORMATION AND COORDINATION ONLY. FURNITURE LISTED AND EQUIPMENT RELATED TO THIS PLAN ARE NOT PART OF THE SCOPE OF THE WORK UNLESS SPECIFICALLY NOTED ON ANY OTHER SHEET WITH THIS SET OF DOCUMENTS. TYPICAL.



Rodríguez Asociados
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ARCHITING ASSOCIATES, LLC
STRUCTURAL ENGINEERS
235 Maple Lane
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ENGINEERING DESIGN GROUP, INC.
CONSULTING ENGINEERS
111 South Main Street
Danbury, CT 06810

DO NOT SCALE DRAWINGS
REFER ALL QUESTIONS
AND CLARIFICATIONS TO
THE ARCHITECT

CONSTRUCTION DOCUMENT
7/20/18
A-1.3-2018

(SEAL)

**DANBURY LIBRARY
INNOVATION CENTER
PROJECT**
158 MAIN STREET
DANBURY, CONNECTICUT

FURNITURE PLAN & NOTES

NO.	DATE	REVISION
1	07/20/18	ISSUE FOR PERMIT
2	07/20/18	ISSUE FOR PERMIT
3	07/20/18	ISSUE FOR PERMIT
4	07/20/18	ISSUE FOR PERMIT
5	07/20/18	ISSUE FOR PERMIT
6	07/20/18	ISSUE FOR PERMIT
7	07/20/18	ISSUE FOR PERMIT
8	07/20/18	ISSUE FOR PERMIT
9	07/20/18	ISSUE FOR PERMIT
10	07/20/18	ISSUE FOR PERMIT

A-1.3
SHEET 9 OF 25

17-6

REQUEST FOR PROPOSALS/QUALIFICATIONS

"Café Operator – Innovation Center @ Danbury Public Library"

BID#03-13-14-10

SCOPE

The City of Danbury is seeking proposals/qualifications from experienced parties interested in leasing a concession area to operate a café-type business that will be complimentary to the operation of the Public Library and the new Innovation Center at 170 Main Street.

The available space for the concession area is located on the 1st floor of the Library Annex (home to the new Innovation Center) and is approximately 638 square feet – see attached floor plan.

The City of Danbury expects that successful vendor will:

- offer a menu that focuses on food items that would only require warming, cooling or finishing on site, i.e., salads, sandwiches, soups and non-alcoholic beverages – as opposed to food items that would need to be fully cooked or grilled
- offer a menu that is reasonably priced and competitive in the downtown environment
- provide a high quality and professional operation, especially with respect to cleanliness, freshness, food preparation, staff appearance and behavior, promptness of service and overall café appearance
- provide all necessary furnishings and equipment (plumbing and electrical infrastructure already in-place)
- be responsible for custodial and refuse services
- be responsible for providing any licenses or any other related requirements
- be open and operate at least for the same hours that the Public Library is open, which are as follows:

(Sept - May)
Monday, Tuesday 10 - 7pm
Wednesday 1 - 7pm
Thursday 10 - 7pm
Friday 10 - 5pm
Saturday 10 - 5pm
Sunday 1 - 5pm

(June/July/August)
Monday, Tuesday 10 - 7pm
Wednesday 1 - 7pm
Thursday 10 - 7pm
Friday 10 - 5pm
Saturday 10 - 3pm
Sunday Closed

In terms of foot traffic – the average daily attendance is 1,000 people, which is expected to increase upon the opening of the Innovation Center, and the approximate number of Library employees is 45.

Utilities – water, sewer, electric & heat – will be the responsibility of the City of Danbury.

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PROPOSAL

Interested parties are requested to submit five (5) copies of their proposals, including qualification data, to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810, during normal business hours by no later than 2:00 PM on Tuesday, April 22, 2014.

Envelopes should be marked: Bid #03-13-14-10 "Café Operator – Innovation Center @ Danbury Public Library".

Proposals should include the following:

1. Qualification data to include business background, principals involved, insurance coverage and at least three (3) relevant references with contacts and phone numbers.
2. Certified financial statement to reflect financial condition for the past five (5) years. All financial statements will be held in strict confidence.
3. Business plan to include implementation time-line.
4. Monetary consideration that the City can expect to receive in the form of rent for the concession area, along with proposed term of engagement.

NOTES

1. To schedule a site visit, contact Ms. Katie Ventura, Assistant Library Director, 203-797-4512.
2. Direct any administrative questions regarding this RFP to Mr. Charles Volpe, Purchasing Agent, at 203-797-4571 or c.volpe@danbury-ct.gov
3. The City of Danbury reserves the right to reject any or all proposals, and to award to the party deemed to be in its best interest.
4. The City of Danbury intends to negotiate lease or license terms and conditions.

Response to Request for Proposal

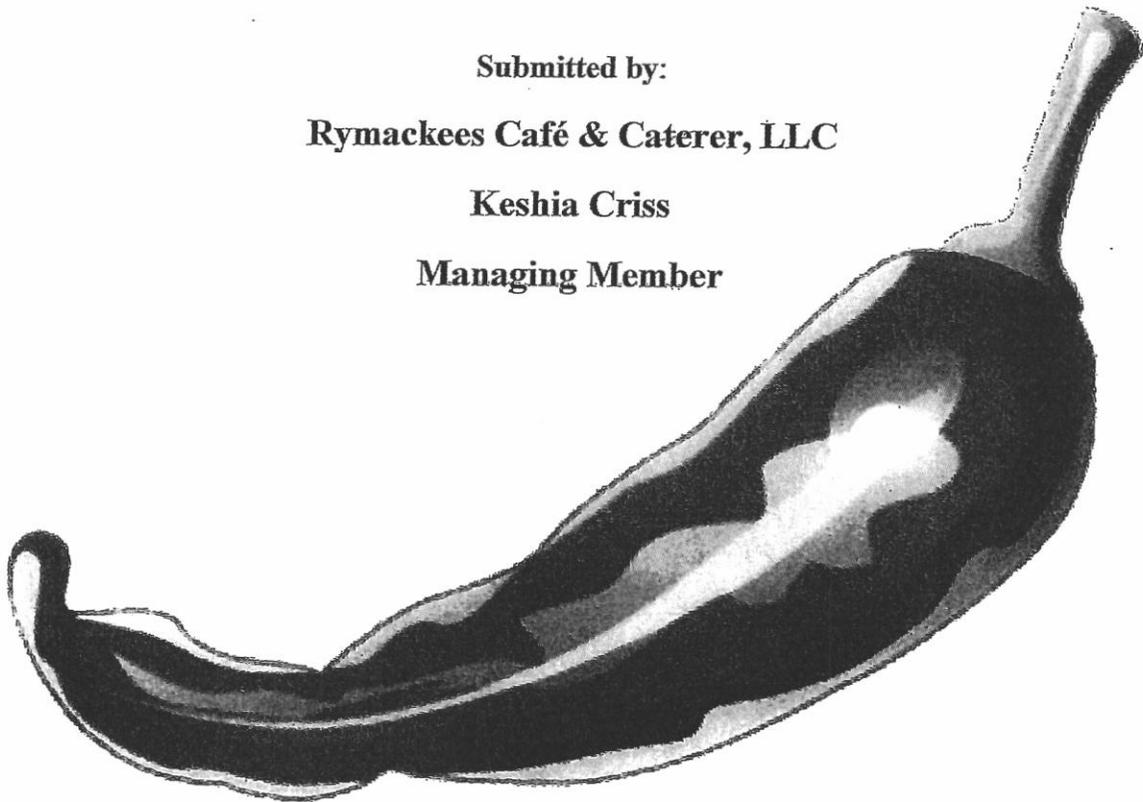
To become the "Café Operator" of the New Innovation Center concession area located at the Danbury Public Library

Submitted to:

**Charles Volpe
Purchasing Agent
City of Danbury**

Submitted by:

**Rymackees Café & Caterer, LLC
Keshia Criss
Managing Member**



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1. Summary of proposal

Rymackees Café & Caterer is pleased to add our bid to provide Café Style Concessions to the New Innovation Center located in the Danbury Public Library at 170 Main Street in Connecticut. Rymackees Café & Caterers owner has 19 years of training and experience. The Café has been incorporated in Connecticut as of May 26, 2011. We have had clients such as the NAACP, Norwalk Housing Authority, and the Department of Motor Vehicles, to name a few. Rymackees is a small company with a big influence. We have the right size team, experience, and training in order to open, operate, maintain, build, and attract consumers to the Café at the New Innovation Center at the Danbury Public Library. We have Café management experience, as well as having been a food service vendor at various events in all of the Tri-State area successfully for the past five years, I am confident that this Café would be best served under the management of Rymackees Café & Caterer, LLC.

2. Scope

2.1 Menu

- A. Although Rymackees generally features our SOUTHERN CUISINE, we are formally trained in French American Cuisine. Rymackees will offer a menu style that is friendly to consumers of all ages, ethnicities, and genders. Please see attached menu choices and competitive pricing.
- B. The menu options will not require full cooking or grilling. We will offer items that may require the use of a toaster, an electric Panini grill, a soup kettle, and a cold station featuring chopped salads, and gourmet sandwiches which comply with the requests made in the request for proposal document Rymackees will also offer a generous selection of both hot and cold beverages.
- C. Rymackees will use unique and fresh ingredients, such as fresh herbs and vegetables never frozen, and locally purchased.
- D. The Café will also have a grab and go reach in area that will house fresh fruit, yogurt, chilled desserts, ready to eat salads, and some Japanese sushi and wonton ready to eat choices.

E. Rymackees will also house a beverage cooler on site. We will offer fresh brewed iced tea and signature beverage options as well as a hot coffee station, which will include a variety of flavoring agents and accompaniments. Please see attached Menu.

2.2 Sanitation

F. We are Serve-Safe Certified and are committed to maintaining a safe and clean operation at all times. We will be responsible for the janitorial, refuse, and maintenance of the Café service and seating areas in its entirety.

2.3 Staff

- G. Our staff will consist of professionally trained individuals. We pride ourselves on exceptional customer service and product knowledge. All attitudes will have a priority focus of serving each and every consumer with respect and professionalism.
- H. All consumers will be served professionally, respectfully, and in a timely manner.
- I. A professionally trained individual with management credentials will be on site at all times.

2.4 Permits & Licenses

J. Rymackees will have in place all licenses, permits, and requirements in order to fully operated the Café.

2.5 Furnishings & Equipment

K. All furniture, equipment, and décor will be provided by Rymackees Café & Caterer.

2.6 Hours of Service

Rymackees operating hours will permit staff to be fully prepared in order to begin serving customer upon entrance. Scheduling will also permit for proper removal of refuse and proper cleaning practices.

L. Rymackees hours of operation will be as follows:

a. Sept-May

i.

- 11-14
- ii. Monday, Tuesday, Thursday 10-7pm
 - iii. Wednesday 1-7pm
 - iv. Friday, Saturday 10-5pm
 - v. Sunday 1-5pm
- b. June-August
- i. Monday, Tuesday, Thursday 10-7pm
 - ii. Wednesday 1-7pm
 - iii. Friday 10-5pm
 - iv. Saturday 10-3pm
 - v. Sunday Closed

3. Management

3.1 Rymackees Café & Caterers owner is Keshia Criss. Criss is a culinary graduate of The Art Institute of New York City. Criss' career began at Doral Arrowwood in 1994 as a coffee break attendant where she later became a line cook a short time after. Criss, during her four years at Doral Arrowwood, would leave her employment there as a Sous Chef, to pursue certification that would make her training more attractive to future employers. In 2002, Criss managed her first Café in New York, with a staff of 12 employees. Criss has spent the past 19 years training and learning business management practices through multiple areas of food service in order to be fully prepared to own and operate her business. Criss' resume and Statement of Qualification sheet attached.

4. Insurance

- 4.1 Insurance requirements of \$1,000,000 million of product liability, \$2,000,000 million general liability will be met with The Innovation Center at Danbury Public Library as additional insured. Insurance provider will have an A rating or higher.
- 4.2 Workers Compensation coverage for all on site employees (\$500,000 minimum per accident) will be met.

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5. Monetary consideration

5.1 Contract term for ten years.

5.2 We will pay to the City of Danbury, for the term of two years, the amount of \$21,600, distributed equally in the amount of \$1800 monthly.

5.3 Lease term years 3-6, Rymackees will implement a \$1000 increase, paying \$22,600 to the City of Danbury, for this term distributed equally in the amount of \$1884 monthly.

5.4 Lease term years 7-10, Rymackees will implement an increase paying to the City of Danbury, \$23,600 for this term distributed equally in the amount of \$1967.

5.5 Lease renewal will be at the discretion of the City of Danbury.

6. Financial Statements

6.1 Rymackees has only been a registered business with the Connecticut Secretary of State since May 2011. During these initial years we have been unable to retain an Accountant. As an LLC, our managing member, Keshia Criss, has filed Federal taxes for the business in combination with personal taxes. For your consideration, we have enclosed copies with the anticipation that you will consider Rymackees Café & Caterer, LLC as a potential lease holder for The Café @ The Innovation Center located in the Danbury Public Library at 170 Main Street, in Connecticut.