



Spring Creek Recreation Area

Prospectus for Restaurant Food Services Hughes County, South Dakota

South Dakota Department of Game, Fish and Parks
Division of Parks and Recreation

SPRING CREEK RECREATION AREA

Prospectus for Restaurant Food Services

South Dakota Division of Parks and Recreation

Date Issued: December 13, 2021

Offer Must be Received By: 8:00 A.M. Central Standard Time
on January 19, 2022

Address Proposals to:

Scott Simpson, Director
South Dakota Department of Game, Fish and Parks
Division of Parks and Recreation
523 East Capitol
Pierre, SD 57501

BUSINESS OPPORTUNITY

The Business Opportunity section of this Prospectus describes the required services within the resort.

Required Services for the Concession Contract

1. Restaurant food service.

Gross Revenues by Year

2016	2017	2018	2019	2020
\$171,611	\$164,206	\$173,848	\$151,366	\$207,911

PROPOSED MINIMUM FRANCHISE FEE

There is no required Franchise Fee for this business opportunity.

PROPOSED MINIMUM SECURITY DEPOSIT

Minimum Security Deposit of \$5,000.

Tenant is responsible to keep the facility clean, sanitary, and in good condition, and other than ordinary wear and tear, return the facility to the Department in the same or better condition as at the beginning of the lease.

TERM OF DRAFT CONTRACT

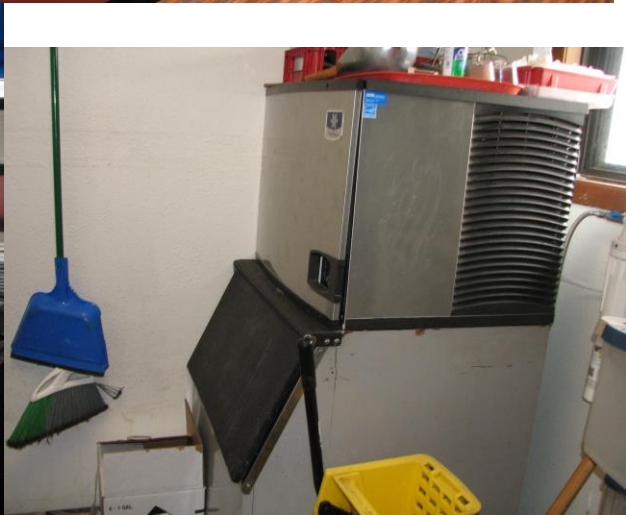
Negotiable with a 3-year maximum to begin a new lease

LIQUOR LICENSE AVAILABLE

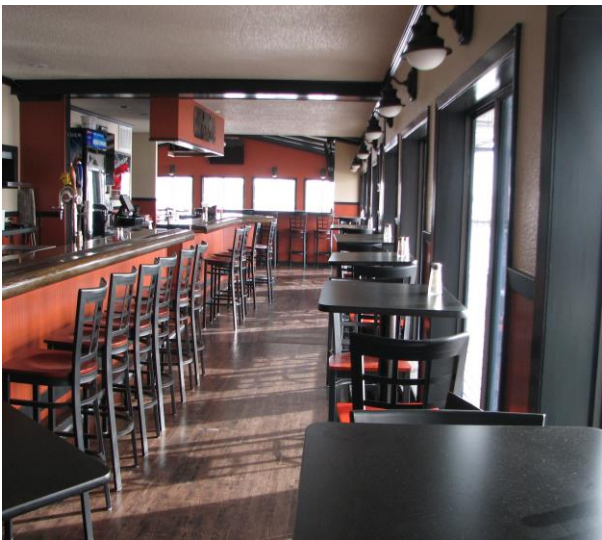
The Department makes available for transfer and use by Concessionaire the alcoholic beverage license currently held by the Department. The Liquor License is required to be transferred back to the Department at the end of the Agreement.

FULLY EQUIPPED RESTAURANT AVAILABLE FOR USE:

- Dining area is approximately 900 square feet with seating for 50
- Full Bar, bar area is approximately 560 square feet with seating for 40
- Special event room is approximately 840 square feet with capacity for up to 48
- Outside deck 12' x 54' with a maximum capacity of roughly 26
- Full Kitchen (Grill, Ovens, Fryer, Boaster, Utensils)
 - Detailed list included in the attached draft Concession Agreement
- Tables and Chairs
- Salad Bar
- Office and storage Space
- Freezers







SITE VISIT

A site visit may be scheduled for intended bidders which will include a Park overview, on-site tour and inspection of resort facilities and property. Please contact Sean Blanchette for further details regarding a site visit.

Sean Blanchette
South Dakota Department of Game, Fish and Parks
Division of Parks and Recreation
523 E Capitol Avenue
Joe Foss Building
Pierre, SD 57501
(605) 773-3391

Lower Lake Oahe



Source: State of South Dakota

PARK OVERVIEW

Located in the Missouri River region of South Dakota, the Spring Creek Recreation Area is a popular site providing access and recreational services to the largest body of water in South Dakota, Lake Oahe. Spring Creek Recreation Area is 149 acres and has over five miles of shoreline. The Park is adjacent to Cow Creek Recreation Area, which is a more developed recreation area on the north and west sides of the Spring Creek peninsula.

Spring Creek Recreation Area consists of the following State-owned and operated facilities:

- Multi-lane boat ramp at Spring Creek Resort operates from maximum operating pool of 1620 msl to 1565 msl, a range of fifty-five vertical feet.
- Double-lane boat ramp at Lighthouse Point operating from the maximum operating pool of 1620 msl to 1578 msl.
- Two fish cleaning stations and associated vault toilets.
- Full service Marina
- Comfort Station at the marina
- 16 lodging units
- Convenience Store

Nearby Cow Creek Recreation Area consists of the following features

- Multi-lane boat ramp operates from maximum operating pool of 1620 msl to 1565 msl, a range of fifty-five vertical feet
- 46 total campsites
- 38 electrical campsites
- 2 Camping Cabins
- Comfort station
- Fish cleaning station
- Picnic shelter

Spring Creek Recreation Area



Source: State of South Dakota

PROPOSAL INSTRUCTIONS

1) Submission of Proposal

- a) Proposals must be received by the due date shown on the front page of this Prospectus.
- b) All proposals must be submitted to Scott Simpson, Director, Division of Parks and Recreation, 523 E Capital Avenue, Joe Foss Building, Pierre, SD 57501. Any information received in the proposals will be confidential and will not be released by the Division unless requested by the bidder to do so. Unsuccessful bids or bids received after the deadline will be returned to the bidder. Late bids will be returned unopened.

2) Questions

- 3) If you have questions, please contact the following person no later than January __, 2021.
Sean Blanchette
South Dakota Department of Game, Fish and Parks
Division of Parks and Recreation
1-605-773-3391
523 E Capital Avenue
Joe Foss Building
Pierre, SD 57501

4) Evaluation of Offers

- a) All proposals received by the deadline will be evaluated by the Division of Parks and Recreation based on the following factors:
 - Related managerial and operational experience
 - Sales and marketing
- b) The Division of Parks and Recreation reserves the right to reject or disregard any proposals submitted.
- c) The Division of Parks and Recreation reserves the right to make counter proposals which it may consider reasonable or desirable, and it reserves the right to negotiate with the bidder making the proposal deemed best to achieve the most desirable Agreement.
- d) The bidder, by submission of this proposal, agrees that if selected by the Department, to complete the negotiation and execution of an agreement within 60 days of notification by the Department.

5) Cautions to Offerors about Submission and Evaluation of Proposals

- a) The proposal includes the selection factors to be used by the Department to evaluate proposals. Under each factor, the Department identifies subfactors to ensure that all elements of the factor are considered. You, the Offeror, should ensure that you fully address all of the selection factors and related subfactors.
- b) Offerors are responsible for undertaking appropriate due diligence with respect to this business opportunity.
- c) The Department makes no representations as to the profitability or financial feasibility of the Spring Creek Restaurant business opportunity.
- d) The Offeror assumes all financial risks and liabilities associated with the sale transaction, investment and operation of Spring Creek Resort Restaurant and further releases, indemnifies and holds harmless the Department from any responsibility for any such risk or liability.

PROPOSAL PACKAGE

PART 1: MANAGERIAL EXPERIENCE

STATE'S OBJECTIVES

The Department is interested in appointing a concessionaire who has the relevant management and operational experience to manage the restaurant operation at Spring Creek Recreation Area.

QUESTIONS

Question 1.1 Resume and experience of key executive personnel

Demonstrate that your organization's key executive personnel have the experience and skills to effectively carry out the responsibilities of the concession.

Question 1.2 Outline your organizational structure

Demonstrate that your organization is structured to effectively carry out the responsibilities of the restaurant.

Question 1.3 Outline management team for Spring Creek Restaurant services

Demonstrate that your management team can effectively carry out the responsibilities of the concession by describing the qualifications of the person you would employ. Include relevant experience, minimum qualifications, certifications (if applicable), and education in a consistent format.

Question 1.4 Prior experience

The Department believes that past experience is an indication of future performance. Please provide example(s) of your experience in the operation of food and beverage service. The Department will evaluate, among other factors, the length of experience, and the size and scope of the operation.

PART 2: SALES, MARKETING AND PRODUCT OFFERING

STATE'S OBJECTIVES

In addition to managerial capability, the Department has identified sales and marketing as being critical to the success of operations at Spring Creek Recreation Area

QUESTIONS

Question 2.1 Sales and Marketing

Please provide a sample marketing plan for the Restaurant at Spring Creek Recreation Area that will provide for the maximum public use and business growth. Please indicate all media to be utilized.

Question 2.2 Product Offering

Please provide a sample menu and the planned days and hours of your proposed operation.

**CONCESSION AGREEMENT
SPRING CREEK RESTAURANT**

This Concession Agreement is made and entered into on _____ ("Effective Date") by and between the South Dakota Department of Game, Fish and Parks ("Department") 523 East Capitol, Pierre South Dakota 57501, and _____, ("Concessionaire") ADDRESS. This Agreement is authorized by the South Dakota Game, Fish and Parks Commission and is subject to and governed by the requirements of ARSD Article 41:13 subtitled Park Concession Leases effective October 17, 2005, (the "Rules") a copy of which has been provided to Concessionaire.

WITNESSETH

Whereas, Spring Creek Recreation Area is administered by the Department for providing park and related services, tourism, and resource management; and

Whereas, the Department desires for a limited and prescribed portion of Spring Creek Recreation Area to be operated by a Concessionaire as a restaurant open to the general public; and

Whereas, the Commission has promulgated the Rules relating to concession leases under which certain powers and authority to enter into concession leases and agreements have been delegated to the Department; and

Whereas, Concessionaire desires to enter into a concession agreement with the Department to operate a restaurant concession in a portion of Spring Creek Recreation Area as a Concessionaire as defined in the Rules.

Now therefore, for the purposes of carrying out concession operations pursuant to the terms and conditions of this Agreement, the parties agree as follows:

Section 1. Term of Agreement

- (a) This Agreement shall be for a term of one (1) year, commencing on _____ and ending on _____ with a one (1) year renewal option for up to no more than three (3) total years upon written agreement between both parties if so agreed to by no later than thirty (30) days of each expiration date as agreed.

Section 2. Definitions

- (a) "Agreement" means this Concession Agreement, and all its amendments, addendums, exhibits, attachments, and all documents executed for the purpose of ensuring Concessionaire's performance of this Concession Agreement.
- (b) "Commission" means the South Dakota Game, Fish and Parks Commission.
- (c) "Concessionaire" means as defined under ARSD 41:13:01.
- (d) "Concessionaire Facilities" means as defined under ARSD 41:13:01.
- (e) "Department" means the South Dakota Department of Game, Fish and Parks.
- (f) "Division" means the Division of Parks and Recreation, a division of the Department of Game, Fish and Parks responsible for the administration of the state park system, including Spring Creek Recreation Area.
- (g) "Director" means the Director of the Division of Parks and Recreation, acting on behalf of the Secretary of the Department of Game, Fish and Parks, and his or her duly authorized representatives.
- (h) "Government Facilities" means as defined under ARSD 41:13:01
- (i) "Park" means the property within the boundaries of Spring Creek Recreation Area.
- (j) "Personal Property" means as defined in ARSD 41:13:01.
- (k) "Restaurant" means those areas within the main Resort building not occupied by the Department which including the upstairs dining and kitchen area of the lodge building.
- (l) "Park Supervisor" means the management of Spring Creek Recreation Area or his or her duly authorized representatives.

Section 3. Services

- (a) Concessionaire shall provide the following services within the restaurant:
 - 1. Restaurant food service – days and hours of operation to be determined by mutual agreement prior to May 1 and modified only upon approval of the Department.
- (b) The Department authorizes the Concessionaire to provide only the following additional services within the restaurant. The Department retains the right to approve these or any other additional services contemplated by the Concessionaire in advance.

Additional Authorized Accommodations, Facilities and Services:

- 1. Licensed on- sale liquor and malt beverage sales.
- 2. The Lessee shall not permit gambling on the premises, except for video lottery machines of the type authorized by SDCL Ch. 42-7A.

Section 4. Facilities

- (a) The Department hereby assigns for use by Concessionaire, the portion of the Resort building and the equipment described in Exhibit A attached to this Agreement.
- (b) Concessionaire may not make modifications to Government Facilities without the prior written approval from the Department.
- (c) Concessionaire has inspected the restaurant and equipment and is thoroughly acquainted with their condition and accepts them in an “as is” condition.
- (d) Both parties understand that the State of South Dakota may self-insure Government Facilities. Therefore, if a Government Facility is destroyed or damaged to an extent that in the sole discretion of the Department it is impractical to repair or replace, the Department makes no assurance that the Government Facility shall be repaired, improved or replaced.
- (e) If Government Facilities are damaged by the acts or conduct of Concessionaire, its agents, employees or customers, which damage in the sole discretion of the Department is practical to repair or replace, it shall be the responsibility of Concessionaire to make the necessary repairs/replacements at its own expense to a condition satisfactory to the Department in an amount not to exceed

\$25,000 per occurrence. If Government Facilities are damaged by the acts or conduct of Concessionaire, its agents, employees or customers, which damage in the sole discretion of the Department amounts to a total loss or is impractical to repair or replace, Concessionaire shall pay Department an amount not to exceed \$25,000 per occurrence to compensate Department for the loss.

- (f) The Department shall have the right to enter the Restaurant, for the proper administration of the terms of this Agreement.

Section 5. Operations and Maintenance

- (a) Concessionaire shall operate the Restaurant in compliance with the terms and conditions of this Agreement.
- (b) Concessionaire shall be responsible for all routine and minor maintenance. Routine and minor maintenance, for the purpose of this Agreement shall include, but not be limited, to all routine, preventative and cyclical maintenance of facilities, cleaning of equipment, kitchen appliances & cookers, grease trap, and shared responsibility of cleaning public restrooms necessary for the quality operation and appearance of the Restaurant.
- (c) Major maintenance and repair of the restaurant involving anticipated costs in excess of \$100.00 per incident not due to the Concessionaire's misuse, waste, or neglect or that of the Concessionaire's employee, family, agent, or visitor, will be the responsibility of the Department.
- (d) The Concessionaire shall be responsible for all litter pickup and disposal of trash in the Restaurant Area to the provided container. The Concessionaire shall be responsible for costs of regular waste hauling from its designated container.
- (d) At the expiration or termination of this Agreement, Concessionaire shall return to the Department the Government Facilities in the same condition or better condition than existed at the initiation of this Agreement, reasonable wear and tear excepted.
- (e) Concessionaire shall not use or knowingly permit any part of the restaurant to be used for any unlawful purpose and shall not conduct or allow to be conducted any activity that shall constitute a nuisance.
- (f) Concessionaire acknowledges and agrees that the State makes available for purchase and use by Concessionaire within the restaurant the alcoholic beverage license currently held by the Department for \$1.00. At the expiration or termination of this agreement said license shall be transferred back to the Department

for \$1.00 in a prompt manner.

- (g) Any names, logos, trademarks, or copyrights (the "Intellectual Property") developed during or pursuant to this Agreement that in any way associates with, identifies, implicates, or infers an affiliation with the State of South Dakota, the Department, The State Park System, Spring Creek Recreation Area, and/or the restaurant must receive prior approval from the Department. The State of South Dakota shall have the sole right to bring any action for infringement and to recover and retain any and all damages.

Section 6. Utilities

The Department shall pay costs for water, sewer, and electricity.

Section 7. Accounting Records and Other Reports

- (a) Concessionaire shall prepare and maintain accounting records of the restaurant segregated by profit center under generally accepted accounting principles that are customary for restaurant operating businesses. The records shall be made available for inspection by the Department on reasonable notice during normal working hours.
- (b) Concessionaire shall submit to the Department annual accounting records and reports separated for the operation of the restaurant to include Gross Receipts broken down by profit center.

Section 8. Remedies, Termination or Expiration of the Agreement

- (a) Upon termination or expiration of this Agreement for any reason, and, in the event that Concessionaire is not to continue the operations authorized under this Agreement after its expiration, Concessionaire shall remove all inventory, personal property and restore the facility to the same condition or better condition than existed at the initiation of this Agreement within thirty (30) days.
- (b) The Department may elect any and all remedies available to the Department under applicable law, including but not limited to the termination of this Agreement upon written notice in whole or in part at any time for default, and may terminate this Agreement upon written notice in whole or in part when necessary for the protection of visitors or area resources. Termination for default may be utilized in circumstances where the Concessionaire has materially breached any

requirements of this Agreement, including but not limited to failure to maintain and operate the minimum required services and has failed to cure the breach as set forth in this Subsection. If Concessionaire materially defaults on any of the terms or conditions of this Agreement, and does not cure or remedy such default within ten (10) days of receipt of written notice from the Department, or Concessionaire is not diligently proceeding to cure such default if the curing of such default cannot be reasonably effected within such ten (10) day period, the Department may terminate this Agreement without further notice.

- (c) In the event of termination of this Agreement for default, the provisions of this Section apply.
- (d) If any legal proceedings are brought by either party to this Agreement against the other in connection with the interpretation, application or performance of the terms and conditions of this Agreement, each party shall be required to pay its own attorney's fees and costs in connection with such proceedings.
- (e) In addition to the rights and remedies provided for herein, the Department and Concessionaire shall each have all remedies at law or in equity, all remedies being cumulative.

Section 9. Indemnification, Waiver of Claims and Insurance

- (a) Concessionaire agrees to defend, hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liabilities and expenses, including but not limited to attorneys' fees, in connection with the loss of life, personal injury and/or damages to property of third persons that may arise from or out of the occupancy, use or maintenance of the restaurant, and as a result of performing services hereunder. This section does not require Concessionaire to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees. This indemnification shall survive the termination or expiration of this Agreement.
- (b) Concessionaire agrees that during the term of this Agreement Concessionaire shall maintain at least the following amounts of insurance:
 - (i) Commercial General Liability Insurance: Concessionaire shall maintain occurrence based commercial general liability insurance or equivalent form. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

- (ii) Liquor Liability Insurance: If the Concessionaire wishes to purchase the liquor license and sell liquor, the Concessionaire shall maintain adequate liquor liability insurance.
- (c) Concessionaire, prior to engaging in and/or providing the services described herein, shall furnish satisfactory proof of such insurance by filing with the Department a Certificate of Insurance from the Insurance Company verifying and certifying to the existence and limits of the required insurance. Such Certificate shall provide therein that no cancellation of said insurance shall be made or become effective without at least thirty (30) days' written notice being provided to the Department. Concessionaire is required to provide to the Department a current certificate of insurance at all times
- (d) Concessionaire agrees to report to the Park Supervisor any event encountered in the course of performance of this Agreement which results in injury or loss to any person or property, or which may otherwise subject Concessionaire, the State of South Dakota and/or their respective officers, agents or employees to liability, or any pending or actual litigation. Concessionaire shall report any such event to the Park Supervisor immediately upon discovery. Concessionaire's obligation under this section shall only be to report the occurrence of any event to the Park Supervisor and to make any other report provided for by Concessionaire's duties or applicable law. Concessionaire's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Park Supervisor under this section shall not excuse or satisfy any obligation of Concessionaire to report any event to law enforcement or other authorities under the requirements of any applicable law.
- (e) The Department has no obligation to and is not responsible for payment of any money to Concessionaire that results from disruption of services.
- (f) Neither the Department nor Concessionaire shall be liable to the other for any loss or damage to any building, structure or other tangible property owned by the other, including but not limited to lost rents, income and profits, even through such loss or damage might have been occasioned by the negligence of such party, its employees, agents, contractors or invitees.

Section 10. Inspections

- (a) Maintenance Inspections

Representatives from the Department and the restaurant shall conduct preventative maintenance and inspections of the restaurant facilities. The purpose of the inspection is to identify the current conditions and maintenance requirements of the facilities and Personal Property therein.

b) Health, Safety, and Fire Inspections

- (i) There may be other inspections as required by law or insurance policies pertaining to but not limited to health, safety, fire, and environmental rules and regulations that are the responsibility of other agencies or authorities. The Concessionaire must notify the Department in advance of any such inspection and allow Department staff to accompany the inspection.
- (ii) Copies of the inspection or report must be provided to the Department upon request. Any failures, substandard or otherwise unsatisfactory scores, inspections or individual components of an inspection must be reported to the Department immediately.

Section 11. Operations

(a) Advertising

- (i) In addition to the provisions under 41:13:02:08, use of the State seal, Department or other logos affiliated with the Division of Parks and Recreation, is expressly prohibited without prior written approval of the Department.
- (ii) Promotional material distributed within the Park is restricted to services and facilities within the Park and region and is subject to approval by the Park Supervisor.

(b) Special Events

- (i) Special events planned or promoted by the Concessionaire must be proposed in writing and receive prior written approval of the Department. Written proposals shall be made at least 15 days in advance of the planned special event.
- (ii) Special events are those activities which materially deviate from the minimum required and authorized Restaurant services and disrupts normal public access. In addition to the written approval of the Department, special events permits may be necessary. Conformance to all Department regulations related to special events shall be required.

- (c) Signs
 - (i) No signs, permanent or temporary, may be erected or placed outside of the restaurant, on Department property without the prior written approval of the Park Supervisor.
 - (ii) All signs shall be of a professional quality appearance.
 - (iii) Signs or other paraphernalia visible to the general public associated with political candidates or issues is expressly prohibited.
- (d) Complaints
 - (i) The Concessionaire shall document and attempt to resolve any and all such complaints, including forwarding a copy of any written communications regarding the same to the Department and the Park Supervisor.
 - (ii) Any complaints regarding the restaurant received by the Department shall be documented and forwarded to the Concessionaire for resolution.
- (e) Safety
 - (i) The Concessionaire must maintain and test all life and property safety equipment, devices and systems according to established and applicable laws, rules, regulations, and codes. Such equipment, devices, and systems may include but are not limited to smoke detectors, fire extinguishers, fire suppression systems, alarms, escape routes and egress openings. Any malfunctions of safety equipment, devices and systems must be reported to the Park Supervisor immediately.

Section 12. General Provisions

- (a) Reference to the Department in this Agreement shall include the Secretary, Director, Park Supervisor and his/her authorized representative.
- (b) Concessionaire shall comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to operating the restaurant and providing services pursuant to this Agreement, and shall be solely responsible for obtaining current information on such requirements.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth

Judicial Circuit, Hughes County, South Dakota.

- (d) All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
- (e) This Agreement and any operations and services authorized thereunder may not be assigned, sublet, extended, renewed or amended in any respect, except when agreed to in writing by the Department and Concessionaire.
- (f) Concessionaire may not use SubConcessionaires, subcontractors or sublessees to perform the services described herein.
- (g) Concessionaire agrees and Department acknowledges that all records required under this Agreement shall be maintained in the name of and provided by _____ on behalf of Concessionaire.
- (h) Any contractual agreement to provide services to the public must be consistent with the terms of the concession agreement and are subject to Department approval.
- (i) In the event that the applicable court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- (j) Concessionaire acknowledges and supports the Department's effort to collect park entrance fees to provide for the continued maintenance of the South Dakota state park system.
- (k) In each instance where the consent, approval or acceptance of the Department is required under the terms of this Agreement, such consent, approval or acceptance shall not be unreasonably withheld by the Department.
- (l) Concessionaire agrees that in performance of this Agreement it is acting as an "independent contractor" and not as an employee of the Department.
- (m) Any notice or other communication required under this Agreement shall be in writing and sent or delivered to the address set forth below. Notices shall be given by and to the Director on behalf of the Department, and by and to the below listed contact on behalf of Concessionaire, or such authorized designees as either party may from time to time designate in writing.

Department
Director
Division of Parks & Recreation
523 East Capitol
Pierre, South Dakota 57501

Concessionaire

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail or, if personally delivered, when received by such party. Copies of all correspondence from Concessionaire to the Department or Director shall be sent simultaneously to the Park Supervisor.

- (n) No amendment or modification of this Agreement shall be effective for any purpose unless the same be in writing and signed by authorized representatives of the parties.

Section 13. Discrimination.

Concessionaire shall not discriminate against any person based upon race, color, national origin, religion, sex and disability in the operation and maintenance of the restaurant and shall fully comply with Title VI of the 1964 Civil Rights Act, and applicable federal and state laws and regulations.

Discrimination on the Basis of Residence. Discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

Concessionaire shall not discriminate on the basis of disability, and is subject to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal and state laws and regulations.

Section 14. Refundable Security Deposit

- (a) The Concessionaire shall provide to the Department a Refundable Security Deposit of \$5,000.00.

END OF AGREEMENT TEXT

The above and foregoing CONCESSION AGREEMENT was approved by the Game, Fish and Parks Commission on _____, _____, _____ authorizing the Director of the Division of Parks and Recreation to execute the same on behalf of the Commission.

Dated at _____, South Dakota, this _____ day of _____ 20__ .

SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

BY: _____
Scott Simpson, Director
Division of Parks and Recreation

CONCESSIONAIRE

BY: _____

DRAFT

EXHIBIT A
List of Buildings and Structures Constituting
Government Facilities and
List of Equipment/Intellectual Property Constituting Government
Property Assigned to the Concessionaire

BUILDINGS AND STRUCTURES CONSTITUTING GOVERNMENT FACILITIES	
Concessionaire:	Concession Agreement (Effective Date):
Buildings and Structures	
Fac. ID No.	Description
	Restaurant and lounge and Office Space Provided by the Department
Equipment/Intellectual Property	
	Duke Thurmaduke Serial #01022846 (Salad Bar)
	Cayenne Vollrath Serial #17502 (Soup Warmer)
	Computer Till
	Dynamic Receipt Printer
	Glass Tender Sink, Ice Chest, Glass and Liquor holder
	Pop Dispenser Serial #000806810
	True Cooler Serial #7331213
	Chill Chamber Cooler Serial #BBZH416054
	Caravell Tropicalized Glass Cooler Serial #R134A
	Atosa Kegerator and Cooler Serial #C4009
	Superior Beer Cooler Serial # 4408753
	Supremetal Sink, Ice chest, Liquor Holder
	Pop Dispenser Serial #000806009
	Sharpe Electronic Cash Register XE-A505
	Cookrite Warming Table Serial #CSTEA3C2007050256
	True Refrigerator Table Serial #7103653
	Dixi-Narco Cooler Serial # 0418-7000AS
	Ascend Freezer Serial # VF21-1009-0277
	Robot Coupe Electronic Meat Slicer
	Federal Steak Maker Model 4000
	Manitowoc Ice Maker Serial # 1101141659
	Artic Air Commercial Freezer Serial #H7164881
	Arctic Air Commercial Freezer Serial # 231617
	Mega Top Refrigerator Sandwich/Pizza Cooler Serial #C40022
	Lem Meat Grinder
	Lincoln Impinger Oven Serial #2802731C
	Walk-In Cooler Serial # 54120-FN-1
	True Refrigerator Prep Table 1-1504970
	Dishwasher Serial #33281 (Rented from Reinhart)
	Sentinel Microwave
	Alto Shaam HA1D Heat Serial #5478-06-892
	SouthBend Oven/Cook top Serial # 1179076
	Grill Top
	Model -1800 Broaster Serial #SE8B800531
	Dean Fryer Serial #1003MA1096
	Anets Fryer Serial #E4556

	Kenmore Refrigerator Serial #WB24544133
	Utilatub Model 19
	Ansul Fire Suppressor Serial # 104250
	Danby Mini Fridge
	Reinhart Coffee Machine (Rented from Reinhart)
	Bunn Tea Serial #022601 (Rented from Reinhart)
	Vizio TVs (8 units)
	Various cooking utensils, dining utensils, bar and dining glassware, serving trays, storage, tables and chairs, pots & pans, bar stools, patio furniture.
	Captive Air Hood
	Security Gate

DRAFT