

Concession Stand Lease Agreement & Bid Document

City of Falls City, Nebraska
Dallas Jones Memorial Park – Fiedler Family Ball Complex
North & South Concession Stands

SECTION 1 – INTRODUCTION

The City of Falls City (“City”) is seeking sealed bids from qualified organizations, nonprofits, or individuals (“Operator”) to lease and operate the concession stands located at:

- Dallas Jones Concessions Stand – North
- Dallas Jones Concessions Stand – South

The intent of this bid process is to ensure fair public access to operate these facilities, ensure quality service for users of the sports complex, and generate reasonable revenue for facility maintenance.

Submission of a bid constitutes acknowledgment and acceptance of the lease terms contained herein.

SECTION 2 – LEASE TERM

Term: **March 1, 2026 – September 30, 2026**
(Seasonal baseball/softball operations)

Extensions: **Up to three (3) additional one-year renewals upon satisfactory performance and mutual agreement.**

SECTION 3 – RENTAL FEE

Based on market comparables, utilities, and concession revenue potential, the City has set:

- Minimum Annual Bid per Stand: **\$300**
- If bidding on both North + South: Minimum combined bid **\$500**

Bidders may propose higher amounts.

SECTION 4 – SEALED BID INSTRUCTIONS

1. The bid application and lease agreement information can be obtained at City Hall 2307 Barada St. Falls City, NE during the open bid period.
2. Bids must be submitted in a sealed envelope clearly marked:
“Concessions Stand Bid – Dallas Jones”
3. Bids must include:
 - Bid amount (per stand or combined)
 - Proposed hours of operation
 - Experience or qualifications
 - Sample menu & pricing
 - Staffing plan
 - Proof of insurance (or ability to obtain)
4. Bids must be delivered to City Hall at 2307 Barada St. during normal operating hours.
5. Bids must be received by:
February 27th, 2026 by 4:00pm

SECTION 5 – EVALUATION CRITERIA (100 points)

| <u>Category</u> | <u>Points</u> |
|-------------------------------|---------------|
| Bid Amount | 25 |
| Experience/Qualifications | 20 |
| Food Safety & Compliance Plan | 20 |
| Staffing & Hours of Operation | 20 |
| Menu & Pricing Reasonableness | 15 |

The City reserves the right to reject any or all bids, and award is based on best value, not necessarily the highest bid.

SECTION 6 – CITY RESPONSIBILITIES

The City will provide:

- Access to concession building(s)
- Water and sewer utilities
- Electrical service infrastructure to the concession building
- Trash dumpsters/trash cans at the complex
- Facility maintenance related to the building structure

The City does not provide:

- Food inventory
- Cleaning supplies
- Food service appliances (microwaves, refrigerators, freezers, popcorn machines, etc.)
- Smallware / utensils

SECTION 7 – OPERATOR RESPONSIBILITIES

The Operator shall:

1. Cleanliness

- Keep interior and surrounding area clean and free of trash
- Sweep, wipe, and sanitize surfaces after every event
- Dispose of trash into City dumpsters/trash cans

2. Required Concession Items

At minimum, Operator must provide:

- Soft drinks
- Hot dogs or similar hot food
- Popcorn
- Assorted candy
- At least one cold treat (ice cream, freeze pops, etc.)

3. Hours of Operation

- Concession stands must be open for all scheduled Falls City Recreation baseball and softball games
- For events hosted by Falls City Recreation, the Operator may provide concessions by mutual agreement with the event organizer, subject to City approval.

4. Food Safety

Operator must:

- Comply with Nebraska food handling laws
- Maintain required permits and licenses
- Ensure proper refrigeration and safe food storage

5. Utilities

The City of Falls City shall provide water and wastewater utilities to the Operator at no cost for the duration of the lease. **The Operator shall be responsible for all electrical utility usage and associated costs will be billed monthly in accordance with City policy.**

- For informational purposes only, historical electrical utility total costs for a concessions building during the lease term (March-September) have averaged approximately \$1,000 to \$1,500; actual costs may vary, and no guarantee is made as to monthly utility expenses.

6. Insurance

Operator must carry:

- General Liability Insurance – listing City of Falls City as Additional Insured
Proof of insurance must be provided before lease execution.
- Liability Limit: A standard \$1,000,000 per occurrence unless otherwise approved by City of Falls City.

7. Staffing

Operator must provide all staffing required and ensure workers are supervised

8. Equipment Damages

Operator is responsible for any damage caused to:

- Buildings
- City owned equipment
- City owned appliances

SECTION 8 – TERMINATION

The City may terminate the lease if Operator:

- Fails to open for scheduled events
- Violates health and safety regulations
- Damages the facility
- Fails to maintain insurance
- Breaches any terms of this agreement

Upon termination, the City may re-enter, take possession, and contract with a new Operator.

Except in cases involving health, safety, or insurance violations, the City may provide written notice and a reasonable opportunity to cure prior to termination.

SECTION 9 – SIGNATURES

City of Falls City, Nebraska – Lessor

Operator - Lessee

By: _____

Organization: _____

Title: _____

By: _____

Date: _____

Title: _____

Date: _____