

January 16, 2025

CITY OF ELDRIDGE  
REQUEST FOR PROPOSAL  
CONCESSION LEASE PROPOSAL  
(Sheridan Meadows Park)

The City of Eldridge and the Eldridge Park Board are now soliciting a request for proposal regarding individuals and/or organizations that are interested in providing concession services at the Sheridan Meadows Park baseball and softball complex.

Enclosed you will find the following information:

A concession proposal form that must be filled out completely and returned by the due date of Thursday, February 13<sup>th</sup>, 2025 at 4:30pm.

If you or your organization is interested in submitting a proposal for Sheridan Meadows Park concessions, please fill out the attached proposal form and return it in a sealed envelope clearly marked "concession proposal" to Eldridge City Hall – City Clerk's Office, 305 N 3<sup>rd</sup> St, Eldridge, IA 52748 by the deadline of Thursday, February 13<sup>th</sup>, 2025 at 4:30pm. Proposals will be opened and reviewed by staff on Friday, February 14<sup>th</sup>, 2025 and a recommendation will be made to the Park Board on Tuesday, February 18<sup>th</sup>, 2025. The proposal that is awarded the contract will be notified no later than Friday, February 21<sup>st</sup>. Late proposals will be returned unopened.

As this is a request for proposal and not a bid, the proposals will be evaluated on: concession food service experience, ability to provide additional concession equipment as needed, completeness of proposal, highest percentage of gross sales proposed to the City, ability to provide staff as needed, and experience in working with the public.

Thank you for your interest. If you have any questions or concerns or if you wish to have a tour of the concession stands, please contact the Eldridge Parks Department at (563)285-4841. The deadline to submit a proposal is Thursday, February 13<sup>th</sup>, 2025 at 4:30pm.

CITY OF ELDRIDGE  
CONCESSION LEASE PROPOSAL

Proposals are now being accepted for individual(s) interested in obtaining the concession agreement for Sheridan Meadows Park Softball & Baseball Complex.

Proposals must be received in the City Clerk's Office office by 4:30pm on Thursday, February 13<sup>th</sup>, 2025.

Individual(s) submitting proposals should be aware of the following:

Proposals are for the Sheridan Meadows Park concessions.

The successful proposer could be awarded a one (1) year contract with the understanding as per the concession agreement that the City reserves the right to terminate this agreement if the terms and conditions of the concession agreement are not performed.

Exclusive concession sales rights in Sheridan Meadows Park except as provided for in the agreement.

Must obtain all necessary licenses and permits.

May need to provide some concession equipment.

A minimum of \$500,000 general liability and \$500,000 aggregate insurance is required.

The financial arrangements will be based on gross sales net the sales tax or a flat fee paid to the City.

Must demonstrate a business plan that efficiently and effectively serves the public with minimal service lines.

Must have experience in concession operations or food service.

Expected to provide acceptable credit references.

For a proposal form and additional information contact: Eldridge Parks Department, 305 N. 3<sup>rd</sup> St., Eldridge, Iowa 52748 at (563)285-4841.

CONCESSION LEASE PROPOSAL

2025 Sheridan Meadows Park  
Concession Proposal Form

Name / Business

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone

\_\_\_\_\_ (h)

\_\_\_\_\_

\_\_\_\_\_ (m)

**Proposer Qualifications**

A. Concession or food service experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Concession equipment that you will or could provide: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Can you obtain a minimum of \$500,000 general liability and \$500,000 aggregate insurance with the City named as additional insured:  Yes  No

D. If needed, can you provide the following specialty equipment:

1. Concession trailer or unit?  Yes  No
2. Beverage/snack carts?  Yes  No
3. A grill?  Yes  No

E. What percentage (%) of your gross sales net the sales tax or a flat dollar amount would you pay to the City: \_\_\_\_\_

PLEASE NOTE: The City of Eldridge is expecting to receive a minimum of 10% commission on gross sales net the 7% sales tax. Proposals with a lower percentage or a flat dollar amount will still be considered.

Are there any terms that you have questions on?

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G. Please list sample menu items, services, proposed prices, etc. (attach additional page as needed):

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H. Can you provide additional staff for large or multiple events and tournaments? Please explain your business plan that will efficiently and effectively serve the public with minimal service lines.

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I. Please list all partners and/or sub-contractors completely by name, business name, phone number and address.

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J. What term or length of contract are you interested in?

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K. Please provide three (3) business references that the City of Eldridge may contact:

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Authorized Representatives Signature

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Date

**City of Eldridge**  
Parks & Recreation Department  
305 N 3<sup>rd</sup> Street  
Eldridge, Iowa 52748  
(563) 285-4841 · FAX (563) 285-7376  
MEMBER IOWA LEAGUE OF CITIES

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AGREEMENT FOR SERVICE

By and between the City of Eldridge, Iowa Park Board, herein after "City" and \_\_\_\_\_ (vendor name), herein after "Service Provider" or "contractor".

The City desires and Service Provider agrees to provide the service of concession service during the Eldridge Parks & Recreation baseball / softball season. The main season runs from April through June, with the potential for some games in July, August and September. All games are held at Sheridan Meadows Park and service shall be provided to both concessions stands at the park.

Article I, TERM - The City grants the contractor, for a period of one year the exclusive privilege, responsibility and obligation to manage and operate concession sales for Eldridge Parks & Recreation Baseball & Softball games at Sheridan Meadows Park. This agreement may be extended for successive year periods of one year each for four additional years, subject to annual review and approval by the City.

Article II. TERMINATION OF AGREEMENT -The parties shall have the right to terminate the agreement upon good cause by delivery of written notice to the other party. The parties agree that a material breach of any of the provisions of this agreement shall constitute good cause for termination and the effective date of the termination shall be sixty (60) days from the date upon which written notice of termination is given to the other party.

Article III, DUTIES OF CONTRATOR -

1. Maintain regular communication with City staff to ensure coordination of concession activities. The City of Eldridge will always have access to the facility.
2. Keep the concession area open and available to users during periods when games are being played, except for those times as mutually agreed upon by both parties.
3. Provide a listing of all items and prices of concessions purchased by the contractor and sold during games. All products and prices shall be subject to prior approval by the City. The Contractor shall not sell or have in the concession area any alcoholic beverages, tobacco, cigarettes or cigarette papers.
4. Keep all food, equipment and food service areas in a clean and sanitary condition, according to all appropriate food handling regulations. The City and other authorized health inspectors shall have the right to enter and inspect the premises at any time. Any directives shall be complied with immediately. Any written violations not rectified within 72 hours shall be cause for immediate termination of the agreement by the City.
5. Manage and maintain the 4 pop machines that are in service in the summer, which includes one machine at each of the following locations: Sheridan Meadows North Concession Stand, Sheridan Meadows South Concession Stand, Sheridan Meadows Lions Shelter, and the Centennial Park Shelter.
6. Pick up trash, litter and debris associated with concession facility usage on a regular and routine basis. Place all collected trash, litter and debris in designated areas. Trash cans will be provided by city staff and placed near the concession areas.
7. Report identified hazards to the City.
8. Provide all records and information pertaining to concession sales on a seasonal basis (after the season is completed). Records shall be subject to an annual audit by the City in addition to periodic

unannounced spot checks and audits by the City.

9. Purchase all concession products being offered for sale and pay all vendors resulting invoices in a timely fashion. The City shall not be responsible for the contractor's debt. The City has an existing contract with Pepsi for use of the concession stand coolers. All soda being sold in the concession stand must be purchased directly from Pepsi.
10. Pay any sales or other taxes attributable to contractor's operations.
11. The contractor is responsible for all FICA, unemployment, employee withholdings and etc.

#### Article IV. DUTIES OF THE CITY-

1. Schedule all baseball & softball activities Sheridan Meadows Park.
2. Provide keys to the concession stand at both locations.
3. Provide maintenance of baseball/ softball fields and grounds, including providing trash receptacles.
4. Provide, as well as maintain/repair/replace as needed, the following concessions equipment:  
South Stand – Hot Dog Roller, Coffee, Pot, Popcorn Machine, Nacho Cheese Machine, Upright Freezer, & Microwave. (Pepsi Co. provides (1) Double Cooler and (3) Single Coolers).  
North Stand – Hot Dog Roller, Coffee Pot, Popcorn Machine, Nacho Cheese Machine, Chest Freezer, Microwave, (2) Refrigerator/Freezer Units. (Pepsi Co. provides (1) Double Cooler).

#### Article V. INSURANCE -

1. The Contractor shall maintain general liability, worker's compensation, property and vehicle insurance to insure itself, personnel, property and vehicles used in performance of the terms and conditions of this agreement, with limits of not less than \$500,000 per occurrence for general liability and \$500,000 for property and vehicle coverage. The City shall be named as additional insured, and a certificate of such insurance shall be provided to the City.

INSURANCE CERTIFICATES. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall reasonably be acceptable to the City. These insurance policies shall not be cancelled without at least 30 days' prior written notice to the City. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to the commencement of this contract.

GOVERNMENT IMMUNITY. The following clauses will be added to all liability coverages:

1. NONWAIVER OF GOVERNMENTAL IMMUNITY. The company and insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the City of Eldridge under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. CLAIMS COVERAGE. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code Section 670.4 as it now exists and as it may be amended from time to time

#### Article VI. COMPENSATION -

1. The Service provider shall pay 10% of net income on an annual basis. Contractor shall make payment to the City thirty (30) days following the close of the season. Payments shall be accompanied by a written report of the gross sales/ expenses/ taxes for the season.

#### Article VII. DAMAGE AND DESTRUCTION -

1. The Contractor shall be responsible to make restitution for any damage or destruction of any of the property at Sheridan Meadows Park as a result of acts of the contractor and its members, employees, or agents in the performance of this agreement. A \$100 damage deposit must be paid by the contractor prior to the season to ensure the facilities are left in the condition they are found.

Article VIII. LICENSES, PERMITS AND CERTIFICATES

1. The Contractor shall be responsible to comply with and secure all necessary licenses, permits and certificates required by, and shall conduct its activities in accordance with, all federal, state and local statutes, rules and regulations to carry out its responsibilities under this agreement.

Article IX. INDEMNIFICATION AND HOLD HARMLESS-

1. The Contractor agrees to assume full and absolute responsibility for, and to defend, hold harmless and indemnify the City and its officers, employees and agents for any and all claims, damages and losses to persons or property in any way resulting from the care, operation or use of the concession area covered by this agreement.

Article X. WHOLE AGREEMENT-

1. The agreement contains the whole agreement of the parties and none of the terms or conditions shall be modified, waived or abandoned except by a written instrument duly signed by the parties and delivered to the parties.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

City of Eldridge

Service Provider: \_\_\_\_\_  
(Names of Service Provider Parties)

By \_\_\_\_\_

By \_\_\_\_\_