

City of Scottsbluff, Nebraska

Monday, April 17, 2017

Regular Meeting

Item Reports5

Council to consider approval of the Lacy Park concessions contract and authorize the Mayor to execute the contract.

Staff Contact: Triniti Burgner, Recreation Supervisor

Agenda Statement

Item No.

For meeting of: April 17th, 2017

AGENDA TITLE: Council to consider approval of the Lacy Park concessions contract.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The contract will allow the named individual to rent the concession stand at Lacy Park for the summer season and provide concessions for summer league softball.

BOARD/COMMISSION RECOMMENDATION: N/A

Staff Recommendation: Parks and Recreation staff recommends the approval of the contract.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Lydia Hernandez (hereinafter called "Hernandez").

1. The CITY grants to Hernandez the privilege of operating a concession stand at Lacy Park for the period May 3, 2017 through approximately August 17, 2017, depending upon the schedule of final tournament. Hernandez may use all equipment belonging to the CITY located within the concession stand. For this privilege, Hernandez will pay to the CITY the sum of \$100.00 per month for the months of May 2017, June 2017, and July 2017. In addition, Hernandez will pay to the CITY the sum of \$50.00 for the month of August 2017, for a sum total of \$350.00. Such payments will be made at City Hall on or before the fifth day of each month.

2. Hernandez will open the concession stand no later than six o'clock p.m. and close it no earlier than 9:30 p.m. each night CITY softball league games are held for the term of this Agreement. Hernandez will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, Hernandez is not required to keep the concession stand open during that period of time. Hernandez will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by Hernandez. Hernandez shall keep all equipment in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefore, provided however that such prices shall be reasonable.

5. Hernandez will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. Hernandez will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which Hernandez carries out her obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of Hernandez, and the CITY shall have no claim to such profits. Any losses incurred by Hernandez in the operation of the concession stand shall be borne by Hernandez and the CITY shall have no obligation to reimburse any portion of such loss to Hernandez. Hernandez may employ subcontractors or others to assist in the carrying out of Hernandez's obligations. All products sold at the concession stand will be provided by Hernandez at Hernandez's expense.

7. During the term of this Agreement, Hernandez will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. A certificate in a form acceptable to the City will be furnished to the City before Hernandez is allowed access to the City's facilities.

8. This Agreement may be terminated by the CITY at anytime.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

DATED: _____, 2017.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

Lydia Hernandez

Attest:

City Clerk Seal