



# City of Grand Island

Tuesday, April 24, 2012

Council Session

## Item G10

**#2012-109 - Approving Contract for Concession Stand Operations  
at the Veteran's Athletic Field Complex**

Staff Contact: Steve Paustian

# Council Agenda Memo

**From:** Steve Paustian, Park and Recreation Director

**Meeting:** April 24, 2012

**Subject:** Concession Stand Contract Award Veterans Athletic Field Complex

**Item #'s:** G-10

**Presenter(s):** Steve Paustian, Park and Recreation Director

## Background

On March 7, 2012 a request for proposals to operate the concession stand at the Veteran's Athletic Field Complex was advertised. Three proposals were received. The three proposals came from Jose Ramos, Tim and Kathy Jakubowski and Rathjen & Son Enterprises, Inc. dba The Snow. Mr. Ramos later withdrew his proposal stating health issues would limit his ability to perform the required tasks.

## Discussion

The two remaining proposals have been reviewed by staff. The Snow proposal meets all requirements as stated in the RFP and their proposal offers to pay the City 8% of the gross for the right to provide the concession services. The proposal provided by Tim and Kathy Jakubowski took exception to the insurance requirements and offered the City 2% of net for the right to provide the concession services.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council award the concession rights to Rathjen and Son Enterprises, Inc. dba The Snow.

## **Sample Motion**

Move to approve the contract with Rathjen and Son Enterprises Inc. dba The Snow for concession stand operation for the 2012 softball season at the Veterans Athletic Field Complex.



Rathjen & Son Enterprises, Inc.

DBA: The Snow

1504 W 4<sup>th</sup> St

Grand Island, Ne 68801

(308) 390-0072

To: RaNae Edwards, City Clerk  
City Clerks Office  
PO BOX 1968  
Grand Island, Ne 68802

Subject: RFP – Providing Concession Stand Operations for the four softball/baseball fields located in the Veterans Athletic Field Complex

Date: March 20, 2012



My name is Henry Rathjen, I am Owner and President of Rathjen & Son Enterprises, Inc., DBA The Snow. Our company is interested in providing concession services for the Veterans Athletic Field Complex for the 2012 season and beyond.

Currently we operate a shaved ice concession stand in Grand Island that is parked in the Super Saver parking lot on the corner of 2<sup>nd</sup> and Broadwell. This upcoming season will be our 4<sup>th</sup> season and growing every year. The Snow sells shaved ice and has over 40 single flavors, 10 sugar free flavors, and more than you can count flavor combinations. Our current site has 2 picnic tables with umbrellas and outside lighting and signage. The Snow is open everyday with extended hours on the weekends. There are four employees that work at this location on a rotating basis. I have many years of Owner experience with our other business, Rathjen Power Washing, and numerous years before that in management positions in companies like Blockbuster Video, Sears, Foot Locker, and Domino's. Rathjen Power Washing and The Snow are also members of the Grand Island Chamber of Commerce.

I believe that the menu and price structure that we are proposing will meet the needs of all the players, spectators, parents, kids, coaches, and umpire staff. In this packet you will find a proposed menu board that will consist of many items including drinks, candies, shaved ice, hot dogs, nachos, and an extended menu for tournament play. We will keep all prices competitive and we will have a suggestion box for adding menu items and will add them with enough demand.

I have good connections with Arctic Glacier of Grand Island and they have no problem dropping an ice chest at the location for me to use. We will have plenty of ice for our operational use, to sell by the bag, and to provide free ice for injuries. We will provide a first aid kit for the concession stand that will be available to anyone if there is not one there currently.

I will staff this concession stand with a minimum of one manager, one fulltime employee, and two part-time employees, that will work on a rotating schedule. There will also be a few emergency backups for tournaments. All employees will be trained and in uniforms.

We have our insurance with a local Broker, Insur, and the policy is with Allied. We will provide the city with the required amounts of insurance and have the proper loss payees listed on our policy.



I will be proposing to offer the City of Grand Island 8% of gross sales along with the required 7% city/state sales tax and the additional 1.5% Occupation Food and Beverage Tax on any prepared food items. I will also propose to offer the leagues that are playing the fields that day a 2% of gross sales as well. I believe this will encourage concession purchases, which will increase the amounts paid out to the City of Grand Island, and give some money back to the organizations that use the Veterans Athletic Field Complex.

I have read the requirements and guidelines and agree with them. We will check bathrooms numerous times a night and refill bathroom items as needed.

Thank you for the opportunity to present our company for the consideration of providing concession services. We are looking forward to providing great customer service to the patrons of the Veterans Athletic Field Complex.

Sincerely,

A handwritten signature in black ink, appearing to read 'Henry Rathjen', is written over a large, stylized flourish.

Henry Rathjen  
Rathjen & Son Enterprises, inc.  
DBA: The Snow  
(308) 390-0072  
GISnowShack@charter.net



## Business References

**Fred Groenke Store Manager - Super Saver  
Concession Partner**  
1602 W 2<sup>nd</sup> St  
Grand Island, Ne 68803 (308) 382-6822

**Chad Holmes Manager - Arctic Glacier  
Concession Partner**  
1301 W North Front St.  
Grand Island, Ne 68801 (308) 381-8814

**Jeremy Bonahoom Owner - Auto Outlet  
Concession Customer & Corporate Customer**  
2924 S. Locust St.  
Grand Island, Ne 68801 (308) 389-3788

**Randy Evans Owner - Randy's Auto Sales  
Corporate Customer**  
1407 W 2<sup>nd</sup> St  
Grand Island, Ne 68801 (308) 381-7566

**Mark Galvan President – Central Nebraska Girls Softball Association  
Concession Customer**  
markgalvan@cngsa.com  
Grand Island, Ne 68801 (308) 380-8684

# THE SNOW

SHAVED ICE &  
CONCESSION SERVICES



## MENU

<b>Pop</b>	<b>\$1.50</b>	<b>Candy Bars</b>	<b>\$1.00</b>
Pepsi		M&Ms	
Diet Pepsi		Peanut M&Ms	
Coke		Snickers	
Diet Coke		Reeses	
Mountain Dew			
Diet Mountain Dew		<b>Candy</b>	
Sprite		Peanuts	<b>\$0.50</b>
		Skittles	<b>\$1.00</b>
<b>Water 20oz</b>	<b>\$1.00</b>	Ring Pops	<b>\$0.75</b>
		Blow Pops	<b>\$0.25</b>
<b>Gatorade</b>	<b>\$1.75</b>	Twizzlers	<b>\$0.10</b>

**Sunflower Seeds**      **\$1.00**

## SHAVED ICE

SNOWBALL	<b>\$1.00</b>
DRIFT	<b>\$2.00</b>
GLACIER	<b>\$3.00</b>





## MENU

<b>Chips</b>	<b>\$1.00</b>	<b>Walking Tacos</b>	<b>\$2.50</b>
Doritos		Bag of Fritos	
Cheddar/Sour Cream		w/nacho chz and chilli	
Cheetos			
Fritos		<b>Nachos</b>	<b>\$2.50</b>
Sour Cream/Onion			
Ruffles		<b>Nachos w/Chilli</b>	<b>\$3.00</b>
		<b>HotDog</b>	<b>\$2.00</b>
<b>Cups w/Ice</b>	<b>\$0.25</b>	<b>HotDog w/Chilli</b>	<b>\$2.50</b>

## COMBOS

- #1 Nachos, Pop **\$3.50**
- #2 HotDog, Chips, Pop **\$4.00**



## MENU

<b>Chips</b>	<b>\$1.00</b>	<b>Walking Tacos</b>	<b>\$2.50</b>
Doritos		Bag of Freetos	
Doritos Ranch		w/nacho chz and chilli	
Cheetos			
Fritos		<b>Nachos</b>	<b>\$2.50</b>
Sour Cream/Onion			
Regular		<b>Nachos w/Chilli</b>	<b>\$3.00</b>
<b>Cups w/Ice</b>	<b>\$0.25</b>	<b>HotDog</b>	<b>\$2.00</b>
<b>Hamburger</b>	<b>\$3.00</b>	<b>HotDog w/Chilli</b>	<b>\$2.50</b>
	<b>Brats</b>	<b>\$2.50</b>	

## COMBOS

#1 Nachos, Pop	<b>\$3.50</b>
#2 HotDog, Chips, Pop	<b>\$4.00</b>
#3 Brat, Chips, Pop	<b>\$4.50</b>
#4 Burger, Chips, Pop	<b>\$5.00</b>

**TOURNAMENT PLAY ONLY**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of April, 2012 by and between RATHJEN & SON d/b/a THE SNOW, hereinafter called the "Contractor" and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the "City".

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused an advertisement calling for proposals to be published, for **CONCESSION STAND OPERATIONS AT THE VETERANS ATHLETIC FIELD COMPLEX**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposal, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, with exception regarding the City's share of gross receipts, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other materials, services and facilities; (b) furnish all materials, supplies and equipment specified and required in the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached Request for Proposals, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

ARTICLE II. That the Contractor shall pay to the City for the covenants embraced in this contract and the City will accept as full compensation therefore the sum of 8% (eight percent) of all gross receipts received from sales at the Veteran's Athletic Field Complex for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent on an annual basis, by or before the 1<sup>st</sup> day of November 2012 to the City.

ARTICLE III. The Contractor hereby agrees to monitor the restroom materials and supplies for the City for this project. The City shall be obligated to supply the restrooms with materials and supplies.

ARTICLE IV. That the Contractor shall start work as soon as possible after a written notice to proceed has been delivered by the Director of Parks and Recreation and the required insurance is approved. The Contractor shall work during scheduled league games and at such other times as the Contractor deems appropriate, however, Contractor may not at any time work at the Veteran's Athletic Field Complex outside of the parks' hours of operation. The City will provide the Contractor with a schedule of league activities. The City retains the right to cancel this contract at any time for the sole convenience of the City without penalty.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability.

The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VI. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. This agreement shall expire November 1, 2012 after execution.

ARTICLE VIII. The Contractor agrees to comply with insurance requirements in the execution of this contract as required by City Code.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Contact Phone \_\_\_\_\_

Contact Address \_\_\_\_\_

Contact Fax \_\_\_\_\_

Date \_\_\_\_\_

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract and insurance requirements are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

RESOLUTION 2012-109

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for Concession Stand Operations at the Veteran's Athletic Field Complex; and

WHEREAS, on March 21, 2012, three (3) proposals were received and reviewed; and

WHEREAS, Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska submitted a proposal in accordance with the terms of the advertisement for proposals.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Rathjen & Son Enterprises, Inc., DBA: The Snow of Grand Island, Nebraska, is hereby accepted and approved as the lowest responsive proposal submitted, and that the contract by and between the City and the Vendor be and hereby is approved, and the Mayor is authorized to sign such contract on behalf of the City.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 24, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk