



## Special Spokane Park Board Meeting

3 p.m. Thursday, March 18, 2021

WebEx virtual meeting

### Park Board members:

- X Jennifer Ogden – President
- X Bob Anderson – Vice President
- X Garrett Jones – Secretary
- X Nick Sumner
- X Rick Chase
  - Greta Gilman (Absent/excused)
  - Sally Lodato (Absent/excused)
- X Gerry Sperling
- X Barb Richey
  - Hannah Kitz (Absent/excused)
- X Kevin Brownlee
- X Michael Cathcart – City Council liaison

### Parks staff:

- Jason Conley
- Fianna Dickson
- Jonathan Moog
- Al Vorderbrueggen
- Amy Lindsey
- Jennifer Papich
- Mark Buening
- Pamela Clarke

### Guests:

- James Richman
- Mark Starr
- Tony Arvidson
- Shae Blackwell

## Minutes

### 1. Roll call – See above

### 2. Public comment/correspondence

- A. None

### 3. Special discussion/action items:

#### A. [Lancer Food Holdings contract amendment #1](#)

- 1) **Presentation** – Jonathan Moog presented an overview of the current contract with Lancer Food Holdings to provide food and beverage at all park food service sites, including future concerts at the Pavilion. Service associated with original contract approved March 19, 2020, with Lancer were not implemented due to the impacts associated with COVID-19 pandemic. During a Feb. 4, 2021, study session, the Park Board determined they would like the contract to offer greater opportunities for local food and beverage businesses within parks. The proposed amendment resets the start date of services and broadens local business activations.

- 2) Working group/developing contract amendment – Following the February study session, a working group was formed to review the existing food services agreement and seek opportunities for local food and beverage vendors. The group consisted of Jennifer Ogden, Bob Anderson, Gerry Sperling, Rick Chase and Nick Sumner, Garrett Jones, Amy Lindsey, Jon Moog and Dawn Frey. Representatives from Lancer met with the working group to create the proposed amended agreement. Changes to the contract include: 1) 15% of Lancer gross sales at Riverfront Park will be derived from local products; 2) Lancer will seek local providers in specific brand categories; 3) Pavilion concerts will include a minimum of three local food trucks but likely greater depending on attendance of shows; 3) site(s) for “pop up” location for local providers will be provided at Manito Park; 4) a minimum of five food and beverage activations will be annually supporting local providers at Riverfront Park; 5) the north bank will be reserved for local food and beverage providers; and 6) local food trucks will be allowed in Riverfront Park during high attendance days

when not in conflict with third-party events.

3) Discussion – Rick Chase shared concern that the proposed contract amendment did not offer enough opportunities to local businesses who have shown they are equipped to provide the needed food services. He cited Manito Park Bench Café as an example of a local food vendor providing services throughout last summer. Bob Anderson said the revised agreement is a good compromise which offers expanded opportunities for local businesses. Nick Sumner said there are opportunities for local vendors on the north bank of Riverfront Park since local food and beverage businesses will have exclusive rights in that area of the park. Jennifer Ogden shared her confidence in Lancer's management skills, and their willingness to work with the board and staff in creating opportunities which can result in everyone's success.

**Motion No. 1:** Jennifer Ogden moved to approve contract amendment #1 with Lancer Food Holdings, as presented.

Bob Anderson seconded.

Motion passed with a 7-1 vote.

4. **Adjournment:** The meeting was adjourned at 3:44 p.m.

Minutes approved by: \_\_\_\_\_  
Garrett Jones, Director of Parks and Recreation

# Spokane Park Board

## Briefing Paper



<b>Special Park Board meeting</b>	n/a		
<b>Meeting date</b>	March 18, 2021		
<b>Requester</b>	Jonathan Moog		<b>Phone number:</b> 625-6243
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input type="radio"/> New <input type="radio"/> Renewal/extension <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)	OPR 2020-0380		
<b>Item title:</b> (Use exact language noted on the agenda)	Lancer Food Holdings contract amendment #1		
<b>Begin/end dates</b>	Begins: 03/18/2021	Ends: 03/30/2028	<input type="checkbox"/> Open ended
<b>Background/history:</b> Service associated with original contract approved March 19, 2020, with Lancer Holdings were not implemented due to the impacts associated with COVID-19 pandemic. Additionally, Park Board desired to create greater opportunities for local food and beverage business within parks. This amendment resets the start date of services and outlines charges to scope, capital investment and commission structures to broaden local businesses activations.			
<b>Motion wording:</b> Approve Lancer Food Holdings contract amendment #1, as presented			
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Name: Scott Steenrod    Email address: scott.steenrod@constellationculinary.com    Phone:			
<b>Distribution:</b> Parks – Accounting Parks – Pamela Clarke Requester: Jonathan Moog Grant Management Department/Name:			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input type="radio"/> Revenue Amount:    Budget code:			
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input checked="" type="checkbox"/> Contractor is on the City's A&amp;E Roster - City of Spokane  <input checked="" type="checkbox"/> UBI: 604 568 815    Business license expiration date: 1/31/22         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

City Clerk's No. OPR 2020-0380



**City of Spokane**  
**Parks and Recreation Department**

**CONTRACT AMENDMENT**

Title: **CONCESSIONAIRE AND  
CATERING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City"), a Washington municipal corporation, and **LANCER FOOD HOLDINGS, LLC**, whose address is PO Box 40250, Saint Paul, Minnesota, 54104-8250 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Concessionaire and Catering Services in and for Riverfront Park; and*

*WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and*

*NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The original Contract dated March 17, 2020 and March 3, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein (the "Contract").

**2. ADDITIONAL WORK.**

The terms of the original Contract are amended as follows:

**Section 1. Term of Agreement/Renewal.** ~~The term of this Agreement is for Five (5) years to begin upon date of signature and run through February 28, 2025~~The original term of Contract was five (5) years with an option for one (1) two (2) year extension. With this Amendment, the parties are exercising the extension and the Contract is hereby extended and shall run through and terminate on March 30, 2028.

The original Contract was approved in March 2020 but never implemented services due to the pandemic. The intent regarding the term change is re-establish a start date.

**Section 3. Definitions.** Local – Third party food service-related providers, vendors, and suppliers who are from Spokane and the Greater Inland Northwest area.

**Section 4. Revenue/ Compensation.**

## COMMISSION STRUCTURES

CONCESSIONS: Eleven Percent (11%) of net visitor dining food revenue earned at:

U.S. Pavilion, \*Pavilion Concerts;

Sky Ribbon Café;

~~Loeff Carrousel~~; Spokane Parks & Recreation Portable Concessions; and

~~Merkel Sports Complex~~; and,

Manito Park Bench.

Loeff Carrousel and Merkel Sports Complex concession stands are exempt from commission structures.

The parties will reassess and mutually agree upon revised compensation in year 5 (April 2026).

Commissions for all other locations will remain the same and both Merkel Sports Complex and Loeff Carrousel will exceed more than Eleven Percent (11%)

## ADDITIONAL REVENUE

Contractor agrees to invest a total of ~~One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00)~~ One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) into Riverfront Park to support concession and catering related services. An initial investment of ~~\$125,000.00~~ \$88,000.00 shall be spent during Year 1 and the remaining ~~\$50,000.00~~ \$52,000.00 shall be spent during Year 2.

City agrees to contribute Fifteen Thousand (\$15,000) in year 1 and Twenty Thousand (\$20,000) in year 2 for mutually agreeable capital expenditures.

### Section 5.A. a Scope of Services

The Contractor ~~may~~ will manage and operate a “Branded Product Program” utilizing national or local branded products and branded offerings and/or concessions, as both individual entities and as products marketed under other umbrella names, provided that such branded products do not conflict with the City’s sponsored products. **To the best of the ability, Lancer will provide locally branded products and suppliers with following categories: Dairy products, cold beverages, confectionary, bread and pastry, coffee, meats and seafood.**

### Section 11. Pavilion Concert Operations

Lancer will activate a minimum of three (3) or more individual local food trucks during the pavilion concerts.

### Section 14. Additional Services and Details

l) Lancer will use commercially reasonable, good faith efforts to include local brand products and local suppliers into its menus which collectively account for 15% of gross revenue at Riverfront Park.

m) Lancer will provide opportunities for local vendors rotational cart/temporary installation “Pop Up” local food & beverage vendors to be located during the summer season (Memorial Day through Labor Day) next to the Manito Park Bench Café. City will receive no commission from gross revenues received from these activities.

n) Lancer will provide a minimum of five (5) food and beverage activations annually with the intent of supporting local vendors at Riverfront Park. City will receive no commission from gross revenues received from these activities and will be mutually reviewed and agreed upon between both parties.

o) North Bank of Riverfront Park will be reserved for local Food and Beverage providers. In absence of a local provider, Lancer has the non-exclusive opportunity to manage a rotational (no

greater than 30 days) cart/temporary installation “pop up” utilizing local vendors on the north bank of Riverfront Park during the summer season (Memorial Day through Labor Day) but may expand as desired. City will receive 11% commission from gross revenues associated with this activity. City may revoke permanent or exclusive use of the north bank site with reasonable notice.

p) During high attendance days when not in conflict with third party organized park events or private parties, Lancer will offer local food trucks opportunities to activate the park. Typical opportunities may include arts & cultural events and movie nights, or other events mutually agreed upon. City will receive 11% commission from gross revenues associated with this activity. This service is not intended establish exclusive rights to outdoor catering at riverfront park.

q) In areas referred to “pop up” installations, Lancer will sub-contract with locally owned and operated businesses to enhance the food and beverage programing. Sub-contractors must adhere to the following conditions: Each sub-contractor must submit a Food and Beverage Programing Agreement prior to authorization which includes local permit, proof of insurance, local health department license, sanitation plan and needs to be fully staffed while present. Sub-contractor shall provide food and beverage products of the highest quality and maintain a clean and aesthetically pleasing operation at all times. All aspects of the Sub-Contractor’s operations are subject to Lancer’s review and approval.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**LANCER FOOD HOLDINGS, LLC**

**CITY OF SPOKANE  
PARKS AND RECREATION DEPARTMENT**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



# Lancer Food Holdings Contract Amendment

Special Meeting of the Spokane Park Board

March 18, 2021

Jonathan Moog, Riverfront Park Director

# background



## Study Session – Feb 4

- Reviewed current contract details with Lancer Holdings
- Identified desire for broader representation of local business in parks while ensuring continuity of service delivery for Pavilion Concerts.
- Consensus to develop a hybrid solution and re-negotiate contract with Lancer

## Working Group – Feb 26 & Mar 9

- Park Board: Jennifer Ogden, Bob Anderson, Gerry Sperling, Rick Chase, Nick Sumner
- Staff: Garrett Jones, Amy Lindsey, Jon Moog, Dawn Frey
- Lancer representative: Matt King, Tony Arvidson, Scott Steenrod, Richard Aryson
- Shared mutual goals, challenges and sought to develop a win-win solution for all parties.



## working group goals



- Provide greater access to local business into our parks
- Provide food & beverage service for pavilion concerts
- Ensure Lancer can retain staff to effectively manage operations
- Provide quality and consistent service delivery
- Enhance programing and activations of our parks

# contract changes



- Additions:

- 15% of Lancer gross sales at Riverfront will be derived from local products
- Lancer will seek local providers in specific brand categories.
- Pavilion Concerts will include a minimum of 3 local food trucks but likely greater depending on attendance of shows.
- Lancer will provide site(s) for “pop up” location for local providers at Manito. \*\*
- Lancer will provide a minimum of 5 food and beverage activations annually supporting local providers at Riverfront.\*\*
- Riverfront North Bank for will be reserved for local food and beverage providers. Program to be determined and managed by Riverfront Park Staff.
- Lancer will offer local food trucks to activate park during high attendance days when not in conflict with third party events.

\*\*City will receive no commission from these activities.

# contract changes



- Term:
  - Exercise 2-year option to establish full 7-year agreement.
  - First year begins at execution of this amendment
  - Commission structure to be reassessed in year 5.
- Definitions:
  - Added “local” as Spokane and greater inland northwest
- Commission structure:
  - Looff Carrousel and Merkel Sports complex are exempt
- Capital investment changes:
  - \$140k – Lancer , \$35k – City (\$15k yr-1, \$20-yr2)





questions • comments • thank you

