



**CITY OF SPOKANE PARK BOARD  
RIVERFRONT PARK COMMITTEE**

4 p.m. Monday, February 10, 2025  
Pavilion Conference Room/WebEx teleconferencing  
Jonathan Moog – Riverfront Park Director

**Committee Members:**

X Gerry Sperling – Chair  
Bob Anderson - Absent  
X Kevin Brownlee  
X Hannah Kitz

**Park Board:**

X Jennifer Ogden

**Guests:**

Emery Dinman –  
Spokesman Review

**Parks Staff:**

Amy Lindsey  
Rhett McCall  
Jonathan Moog

**Summary**

- The Levy Premium Foodservice contract amendment was presented as an action item by Amy Lindsey
- The January 2025 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. March 10, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

## Minutes

The meeting was called to order at 4:00 p.m. by committee chair Gerry Sperling.

**Public comment:** None

### **Action Items:**

- A. **Levy Premium Foodservice contract amendment** – *Amy Lindsey* presented. The purpose of the amendment is: 1) to correct the consumer price index report name identified in the contract that is used to determine the annual management fee increase; 2) to establish in writing the administrative fees for private catering; and 3) to establish in writing the revenue shares for private catering.
- **Motion #1** – Gerry Sperling moved to recommend the Levy Premium Foodservice contract amendment.

Kevin Brownlee seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the agenda for the February 13 Park Board meeting.

### **Standing Report Items:**

- A. January 2025 Operations Report – *Jonathan Moog* presented. Highlights included: 1) three concerts have been announced for the summer concert series; and 2) several activations of the Numerica Skate Ribbon took place in January including DJ nights on the Ice, Pride Skate Night, 5 Days of Numerica Family Fun (providing free admission and skate rental), and Numerica Skate with the Chiefs Night.

**Adjournment:** The meeting was adjourned at 4:26 p.m.

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# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Riverfront Park Committee	<b>Committee meeting date:</b> February 10, 2025
<b>Requester</b>	Amy Lindsey	<b>Phone number:</b> 509-209-6956
<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/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other	
<b>City Clerks file</b> (OPR or policy #)	OPR 2023-0551	
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to adopted plan)	Revenue sources and funding	<b>Master Plan Priority Tier:</b> Partnerships (pg. 171-175)
<b>Item title:</b> (Use exact language noted on the agenda)	Levy Premium Foodservice Contract Amendment	
<b>Begin/end dates</b>	Begins: 05/11/2023	Ends: 12/31/2027 <input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Levy Premium Foodservice provides concessionaire services for Pavilion Concerts. In support of these services Levy may subcontract with local caterers. The second contract amendment corrects the name of the U.S. Bureau of Labor Statistics Consumer Price Index report used to calculate the annual management fee adjustment, establishes a \$50,000 annual cap on administrative fees paid by the City to a third party, and outlines the contractor's 20% share of gross receipts collected by the third party for catering services.		
<b>Motion wording:</b> Approve a second amendment for Levy Premium Foodservice contract for park-wide concession services.		
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Levy Premium Foodservice Name: Rob Ellis    Email address: <a href="mailto:rellis@levyrestaurants.com">rellis@levyrestaurants.com</a> Phone: 404-456-8456		
<b>Distribution:</b> <a href="mailto:jmoog@spokanecity.org">jmoog@spokanecity.org</a> Parks – Accounting Parks – Sarah Deatrich Requester: Amy Lindsey Grant Management Department/Name:		
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount:    Budget code: 1400-54354-76901-36282		
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input checked="" type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 602-587-692    Business license expiration date: 4/30/24 <input checked="" type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		



**CITY OF SPOKANE**  
**PARKS AND RECREATION**

**REVENUE AGREEMENT AMENDMENT**

Title: **EXCLUSIVE & NON-EXCLUSIVE  
CONCESSIONAIRE & CATERING SERVICES  
FOR CITY OF SPOKANE'S RIVERFRONT PARK**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION** as (“City”), a Washington municipal corporation, and **LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**, whose address is 980 N Michigan Avenue, Suite 400, Chicago, IL, 60611 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into an Agreement where the City will receive Concessionaire & Catering Services in and for its Riverfront Park; and

WHEREAS, a change to the agreement is needed, 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 Contract, dated May 22, 2023, and first amended June 9, 2023, 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.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon the signature of the Parties and shall run through the Term set forth in Section 1 of the Agreement.

**3. AMENDMENTS**

a. The last sentence of Section 4(a) of the Agreement is amended to read as follows:

... The Management Fee shall increase annually by the increase in the U.S. Bureau of Labor Statistics, Consumer Price Index West Region (CPI-W) Class B/C(1) Cities, Urban Workers for the preceding 12-month period.

b. A new Section 5(b)(P) of the Agreement is amended and restated to read as follows:

“(P) Administrative fees paid by the City to the Third-Party engaged under Section 6(b)(1) of this Agreement, which shall not exceed Fifty Thousand Dollars (\$50,000) per Contract Year.”

c. A new Section 6(B)(1)(a) shall be added to the Agreement as follows:

“a. The Contractor shall be entitled to Twenty Percent (20%) of the total gross receipts, less any applicable sales tax, collected by the Third-Party for the services performed under this Section 6(B). This amount shall be included in Gross Receipts. If the Third-Party ceases providing services under this Section 6(B) for any reason, and Contractor desires to engage a new third party subcontractor to provide the same or substantially similar services, the parties shall meet in good faith to mutually agree upon the fees for such replacement third party subcontractor, including administrative fees.”

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.

**LEVY PREMIUM FOODSERVICE  
LIMITED PARTNERSHIP**

**CITY OF SPOKANE  
PARKS AND RECREATION**

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

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

Robert Ellis  
Type or Print Name

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

President of its General Partner  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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