

City of Philadelphia



(Bill No. 170291)

AN ORDINANCE

Authorizing a Concession Agreement for the Mobile Food and Beverage Garden Program in the Philadelphia Parks & Recreation System between the City of Philadelphia and 13RIVER15 LLC (d/b/a Morgan's Pier), all under certain terms and conditions.

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Parks and Recreation Commissioner is hereby authorized to enter into a Concession Agreement for the Mobile Food and Beverage Garden Program in the Philadelphia Parks & Recreation System ("Concession Agreement"), between the City of Philadelphia and 13RIVER15 LLC (d/b/a Morgan's Pier) with a term of five years, and at the City's sole option, one renewal term of five years. The terms of the Concession Agreement must be substantially consistent with those set forth in the term sheet attached to this Ordinance as Exhibit "A", and the Concession Fee Schedule attached as Exhibit "B."

SECTION 2. The City Solicitor is hereby authorized to review and to approve the Concession Agreement authorized by this Ordinance, which Agreement shall contain such terms and conditions as the City Solicitor shall deem necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

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EXHIBIT A

Mobile Food and Beverage Garden Program Concession Term Sheet

1. Parties. The City of Philadelphia acting through its Department of Parks and Recreation (the “City”) and 13River15 LLC d/b/a Morgan’s Pier (“Concessionaire”).
2. Term. The Term of the Agreement, upon City Council authorization, is for 5 years with one 5 year renewal at the City’s sole discretion.
3. License. The City gives the Concessionaire a license to operate a mobile food and beverage program at Selected Locations pursuant to an agreed upon Operating Schedule and any Community Partner Events as requested by the City.
4. Selected Locations. The locations are offered to the Concessionaire by the City. The City and Concessionaire agree upon which locations will have Engagements for the Operating Schedule. The City may add or remove locations.
5. Concession Fees. The Concession Agreement provides for the Concessionaire to pay the City a Concession Fee, which includes a flat fee per location per week and a Gross Revenue Percentage Fee as shown in Exhibit B, the Concession Fee Schedule. There is a different Concession Fee based on whether the event is an Engagement (an event that is part of the year’s finalized operating schedule) or a Community Partner Event (an event added to the Program after the operating schedule has been finalized for that Program year).
6. Length of Engagements. The Concession Agreement provides that the Concessionaire may operate for a minimum of three days at each location and a maximum of fifteen consecutive days. The City and the Concessionaire will agree to the number of days that the Engagement will last at each location.
7. Participation of Minority, Woman, and Disabled Owned Business Enterprises in City Contracts. The Concessionaire is required to meet Best and Good Faith Efforts. The Concessionaire is required to submit a Solicitation for Participation and Commitment Form (“S & C Form”). The Concessionaire shall submit quarterly reports to ensure compliance with the participation commitments made in the S & C Form.
8. Utilities. Concessionaire shall pay all utilities.
9. Maintenance and Repairs. The Concessionaire shall be responsible for all set-up, take down, and repair of each location.

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10. No City Financial Obligations. Nothing in this Concession Agreement obligates the the City to appropriate or spend money at any time or for any reason.

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Exhibit B

Concession Fee Schedule

1. Engagements. For Engagements:
 - a. Concessionaire shall pay the City a (“Weekly Engagement Fee”) of \$500 for each week Concessionaire operates the Program. The Weekly Engagement Fee shall be payable for each Selected Location at which Concessionaire operates during the week in question.
 - b. For each Selected Location at which Concessionaire operates an Engagement, Concessionaire shall pay the City 20% of Gross Revenues from that Engagement above \$2,000 of Gross revenues for that Engagement.

2. Community Partner Events. For Community Partner Events:
 - a. Concessionaire shall pay the City \$200 per day of the Community Partner Event in lieu of the Weekly Engagement Fee for Community Partner Events lasting less than five (5) consecutive days. The fee described in the previous sentence shall be payable for each Community Partner Event that Concessionaire operates during the day or week in question.
 - b. Concessionaire shall pay \$500 per week for Community Partner Events lasting five (5) or more consecutive days. The fee described in the previous sentence shall be payable for each Community Partner Event that Concessionaire operates during the week in question.
 - c. Additionally, for each Community Partner Event, Concessionaire shall pay the City 10% of Gross Revenues from that Community Partner Event above \$200 of Gross Revenues for that Community Partner Event, regardless of the number of days the Community Partner Event lasts.

3. If annual Gross Revenues from the Engagements and Community Partner Events exceed \$1,000,000 in any calendar year of the Concession Agreement, then the Concessionaire shall pay the City an additional \$50,000 by December 31st of that calendar year.

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on April 20, 2017. The Bill was Signed by the Mayor on May 1, 2017.



Michael A. Decker
Chief Clerk of the City Council