



City of Lacey, Washington Parks, Culture, and Recreation Board Meeting Agenda

Refer to the bottom of the agenda for meeting information.

Wednesday, December 6, 2023

5:30 PM

Council Chambers and Online

Call to Order

Roll Call

1. Land Acknowledgement:

The Parks, Culture and Recreation Board meets on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as they have today. We recommend that community members read the [Medicine Creek Treaty of 1854](#).

2. Approval of Agenda and Minutes:

- A. Approval of Amended Agenda*
- B. Approval of November 1, 2023 Minutes *

3. Announcements:

4. Public Comment:

Please refer to the bottom of the agenda for instructions on how to provide public comment.

5. Business Items:

A. 2023 Summer Programming Data Report

Krzysztyanka Shaffer, Parks, Culture and Recreation Recreation Coordinator

B. 2023 Accomplishments*

Jen Burbidge, Parks, Culture and Recreation Director

- C. **2024 Work Plan***
Jen Burbidge, Parks, Culture and Recreation Director
- D. **2024 Parks Board Proposed Meeting Calendar***
Jenny Wilson, Parks, Culture and Recreation Senior Parks Planner
- E. **2024 Budget Requests**
Jen Burbidge, Parks, Culture and Recreation Director
- F. **Off-Leash Dog Data Presentation**
Jenny Wilson, Parks, Culture and Recreation Senior Parks Planner
- G. **Concession and Beverage Agreements* (Added Agenda Item)**
Sue Falash, Parks, Culture and Recreation Manager

6. Reports:

- A. Commissioners
- B. Chair
- C. Recreation Manager
- D. Parks Maintenance Supervisor
- E. Senior Parks Planner
- F. Director

7. Adjourn

Next Meeting:

January 3, 2024, 5:30 p.m., Council Chambers or Online

Upcoming Events:

Breakfast with Santa, December 9, 2023, 9:00 a.m., Lacey Community Center

History Talks - William Fraser Tolmie: A Remarkable Hudson's Bay Company Leader at Fort Nisqually in the Mid-19th Century, December 12, 2023, 6:30 p.m., Council Chambers or Online

History Talks - Inside the Lacey City Council of the 1970s, January 10, 2024, 6:30 p.m., Council Chambers or Online

Lacey Cultural Celebration, March 9, 2024, 10:00 a.m., Saint Martin's University

Attend Remote or In Person

There are several ways to attend the Parks, Culture, and Recreation Board meeting:

- In Person: Council Chambers at Lacey City Hall
420 College Street SE, Lacey, WA 98503
- Zoom: <https://us02web.zoom.us/j/87040534027>
- Website: <https://cityoflacey.org/government/public-meetings/>
- YouTube: <https://www.youtube.com/watch?v=FnyZjwGYAN0>



Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 870 4053 4027)

Verbal Public Comment

The opportunity for verbal public comment is available in-person or by Zoom:

In Person: Use the sign-up sheet in Council Chambers

Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:

<https://us02web.zoom.us/j/87040534027>

Instructions and access details will be provided once registration is complete.

Written Public Comment

Please submit written public comment at <https://laceyparks.org/about/board> up to two hours prior to the start of the meeting. Public comments received by the deadline will be sent to Commissioners prior to the meeting, but will not be read at the meeting.

Emailed correspondence that is received throughout the month will be included in the next available Parks, Culture, and Recreation Board packet under Correspondence.





City of Lacey, Washington
Parks, Culture, and Recreation Board Meeting Minutes
Wednesday, November 1, 2023 - Council Chambers and Online

Call to Order

The meeting was called to order at 5:31 p.m.

Roll Call

Commissioner Present: Nate Clay, Hilary Dykstra, Bill Fosbre, Kamber Good, Wendy Goodwin, Gary Larson, and Aram Wheeler.

Commissioners Excused:

Commissers Unexcused:

Staff Present: Sue Falash, Recreation Manager (5:36 p.m.); Erin Quinn Valcho, Museum Curator; and Jenny Wilson, Senior Parks Planner.

Public Present: Paul Brewster, Thurston Regional Planning Council, Senior Planner

1. Approval of Agenda and Minutes:

A. Approval of Agenda

Commissioner Fosbre made a motion to approve the agenda as written. Commissioner Larson seconded. Motion carried. Agenda approved as amended.

B. Approval of October 4, 2023 Minutes

Commissioner Fosbre made a motion to approve the minutes as amended. Commissioner Larson seconded. Motion carried.

2. Announcements

None.

3. Public Comment:

No verbal or written comments. Items of correspondence were included in the packet.

The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

4. Business Items:

A. Thurston Regional Trails Plan Updated Draft

Paul Brewster, Thurston Regional Planning Council Senior Planner

Brewster gave an update on the Thurston Regional Planning Council's Trails Plan draft.

B. 2024 Proposed LPCR Budget

Sue Falash, Parks, Culture and Recreation Recreation Manager

Falash gave an overview of the 2024 LPCR Budget.

Commissioner Wheeler made a motion to approve the 2024 LPCR Budget. Commissioner Larson seconded. Motion carried.

C. 2024 Parks Board Work Plan Draft

Jenny Wilson, Parks, Culture and Recreation Senior Parks Planner

Commissioners provided proposed changes to the work plan and will vote on the final version at the December meeting.

D. 2024 Parks Board Nominations

Jenny Wilson, Parks, Culture and Recreation Senior Parks Planner

Commissioner Good made a motion to nominate Commissioner Goodwin as Chair. Commissioner Fosbre seconded. Motion carried.

Commissioner Dykstra made a motion to nominate Commissioner Good as Vice Chair. Commissioner Larson seconded. Motion carried.



Commissioner Larson made a motion to elect the slate as presented. Commissioner Dykstra seconded. Motion carried.

E. City Council Land Acknowledgement Policy

Jenny Wilson, Parks, Culture and Recreation Senior Parks Planner

Wilson provided background on the City Council resolution to adopt a land acknowledgment and the related policy.

Commissioner Dykstra made a motion to use the abbreviated land acknowledgement on the Parks Board's meeting agendas and to say it aloud at each meeting. Commissioner Fosbre seconded. Motion carried.

5. Reports:

A. Commissioners

Commissioner Dykstra asked for information on how the Parks Board vacancy is being marketed and suggested advertising through the City of Lacey utility bills.

B. Chair

Chair Goodwin shared:

- Compliments on the Children's Day event.
- Information about participation in Intercity Transit's week without driving campaign in October.
- Commissioner Larson took Commissioner Goodwin and Director Burbidge on a tour of his property on October 20, 2023.
- Help is needed at the Thurston County Food Bank and Interfaith Works shelter. Contact Commissioner Goodwin for details on how to volunteer or donate.

C. Recreation Manager

Falash shared:

- The aquatic and volunteer supervisor position is open. A candidate was selected and planned to start November 13, 2023; however, she recently declined the position. The position has been re-opened for applications.
- The Recreation Coordinator position closed.
- An overview of upcoming events and programs.
- A maintenance issue with the synthetic turf at the RAC.

D. Parks Maintenance Supervisor



Wilson shared the following maintenance updates:

- The portable bleachers donated through the park enhancement program were moved to the RAC and Rainier Vista.
- A large ash was removed from College Street.
- Two staff attended a week-long training session in February to learn the process of planning a maintenance management program for a park property. The training includes a capstone project that takes about 80 hours to complete. Both staff completed their projects in October.
- Completed many routine maintenance items including;
 - Aerated all Parks
 - Winterized over 70 irrigation systems in parks and right-of-ways
 - De-thatched problem turf areas
 - Removed 150 yards of leaves from parks and right-of-ways
 - Added 50 yards of fall protection material to playgrounds at the RAC

E. Senior Parks Planner

Wilson shared the following updates:

- The construction and design team is moving forward on the Woodland Creek Park bridge replacement project. They are currently negotiating with SCJ Alliance on design services.
- Attended the National Recreation and Parks Association annual conference October 10-12, 2023 in Dallas along with Jen, Sue and a few other staff from our dept.
- Recruiting for a new parks board member.

F. Director

Wilson shared the following updates:

- Greg Cuoio Park Phase 1A Update - The Capital Projects Team reported to City Council at their October 12, 2023 worksession. Construction is looking like no later than early 2025. The adjusted site plan should be completed by late October. Then 90% redesign will kick off. Permits will be submitted mid-November. 100% design is intended to be completed by mid-March.
- Mayor's Gala was held on October 20, 2023. Proceeds to Veteran's Services Hub (close to \$40k was raised).
- Sarah Smith resigned. Her last day was October 27, 2023.
- City Council awarded Contract PW 2022-19, relating to the RAC Parking Lot Expansion, Miles LLC out of Puyallup for \$2.9 million.
- Director Burbidge, along with other local parks directors, is meeting with Thurston Regional Planning Council on November 8, 2023 to discuss 1)



recommendations from the draft plan to establish a trails advisory workgroup to coordinate plan implementation and 2) holding an annual trail planning meeting of stakeholders to promote awareness and support the region's trail network.

6. Adjourn

Chair Goodwin adjourned the meeting at 7:13 p.m.

Next Meeting:

December 6, 2023, 5:30 p.m., Council Chamber or Online

Upcoming Events:

Signing Santa, December 1, 2023, 6:30 p.m., Chambers Prairie Elementary

Lighted Parade & Christmas Tree Lighting, December 4, 2023, 6:30 p.m., Huntamer Park

Breakfast with Santa, December 9, 2023, 9:00 a.m., Lacey Community Center





LACEY PARKS
CULTURE & RECREATION

Summer Program Report

2023



PURPOSE OF ANALYSIS

provide data-driven insights on park usage, popular programs, & areas of improvement



by collecting, organizing, & interpreting program reports from Civicrec to generate figures that inform decision-making

AQUATICS - PROGRAM PARTICIPATION

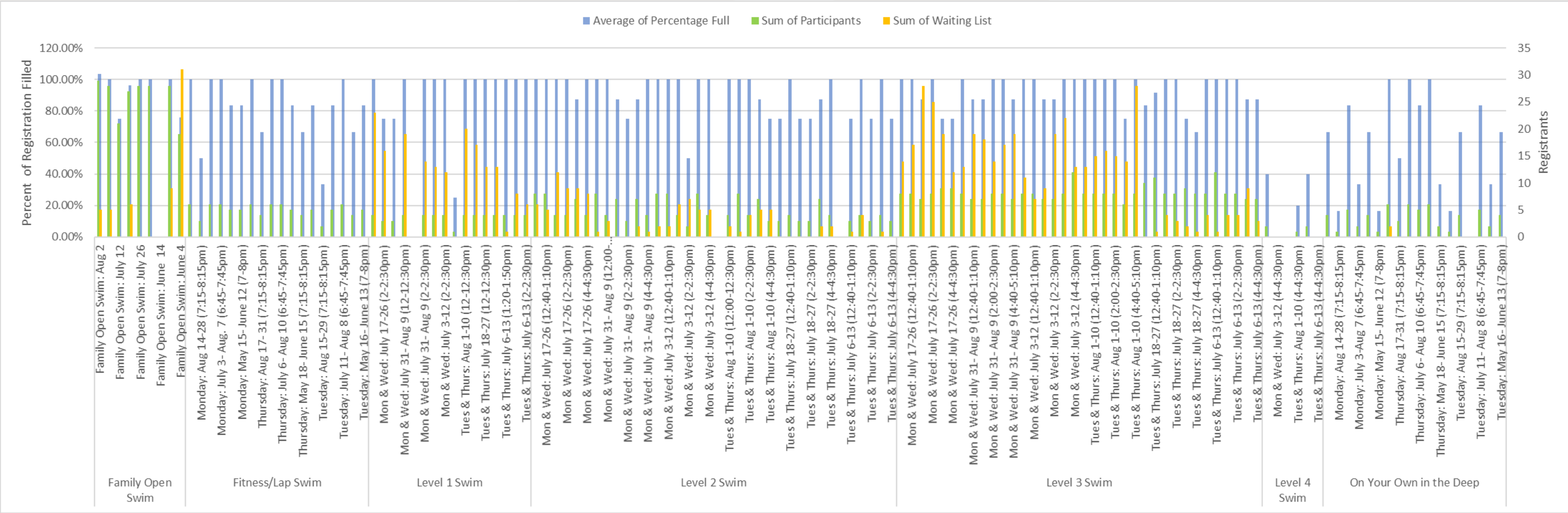


Figure 1. Aquatics Participation by Activity and Session. Blue represents the average percent of registration filled for each session, green is the sum of participants registered, and yellow is the sum of participants in each session.

AQUATICS - PROGRAM PARTICIPATION

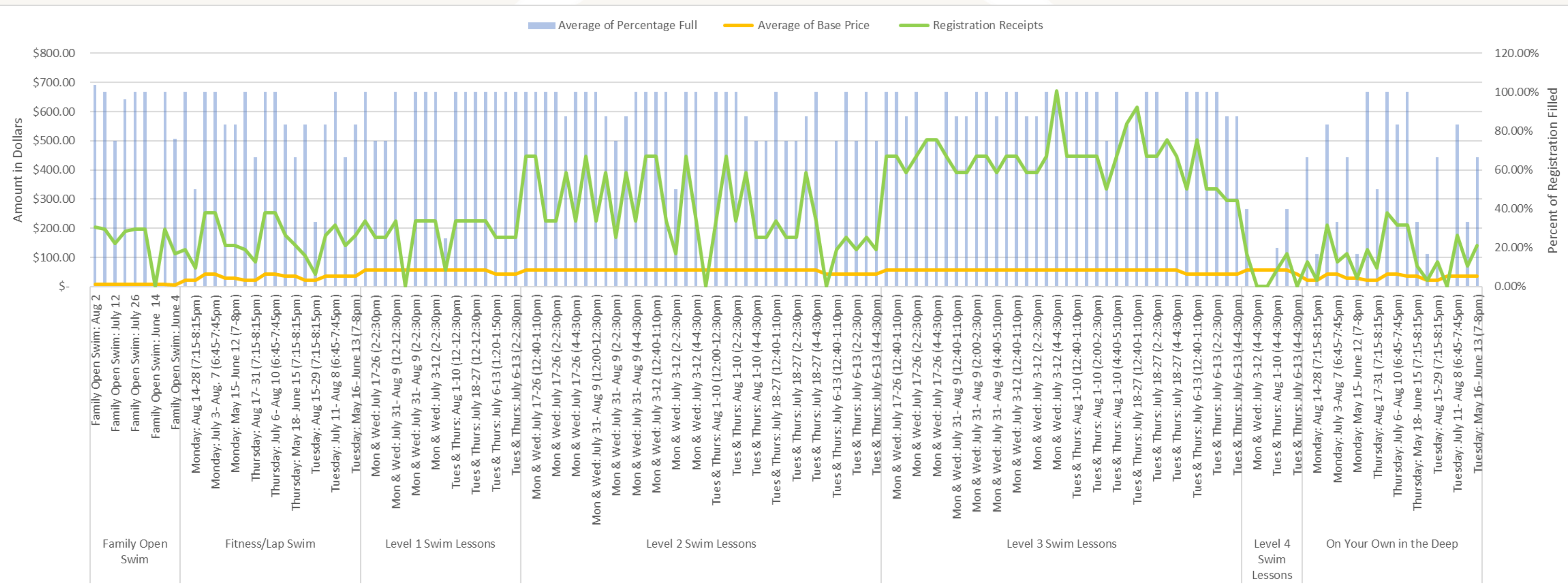


Figure 2. Aquatics Participation and Registration Receipts by Activity and Session. Bars represent the percent of registration filled in each session. Orange line is the average base price, green line is the sum of registration receipts.

AQUATICS SUMMER OVERVIEW

- **881 total participants, 776 on waitlist**
 - Lvl 3 highest participant count: 294
 - Lvl 4 lowest participant count: 5
- **highest waitlist: Swim Lessons Lvl 3 - 433**
 - Lvl 3 WL was 1.5X participants
 - Lvl 1 WL was over 3X participants
- **Avg percent full was 81%**
 - Lvl 4 lowest at 16.67%
 - Lvl 3 highest at 92.82%
- **Avg base price \$40.50**
 - Highest avg price: \$53.67 (lessons 2-4)
 - Lowest avg price: \$6.89 (family swim)
- **Total Registration Receipts: \$34,428.00**
 - Lvl 3 highest \$15,764 (35 sessions)
 - Lvl 4 lowest \$280.00 (6 sessions)
- **Total empty sessions = 8**
 - Lvl 3 & Fitness had no empty sessions
 - Lvl 4 had highest empty at 3 (1/2 of sessions)

SPORTS - PROGRAM PARTICIPATION

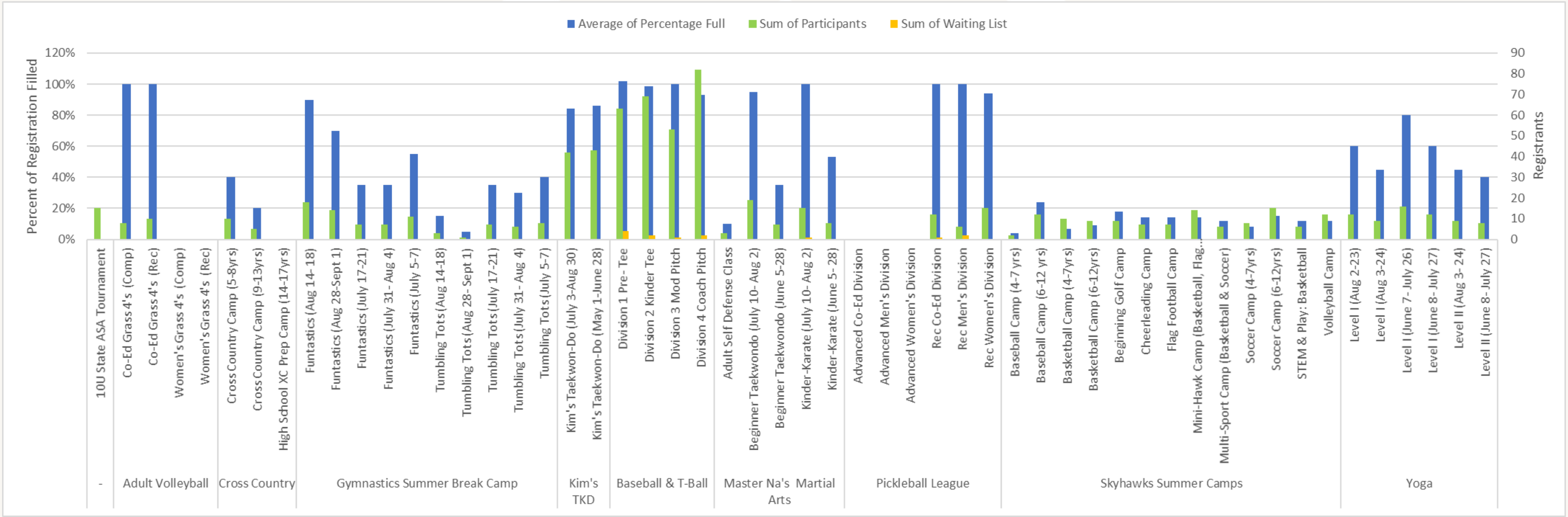


Figure 3. Sports Participation by Activity and Session. Blue represents the average percent of registration filled for each session, green is the sum of participants registered, and yellow is the sum of participants in each session.

SPORTS - PROGRAM PARTICIPATION

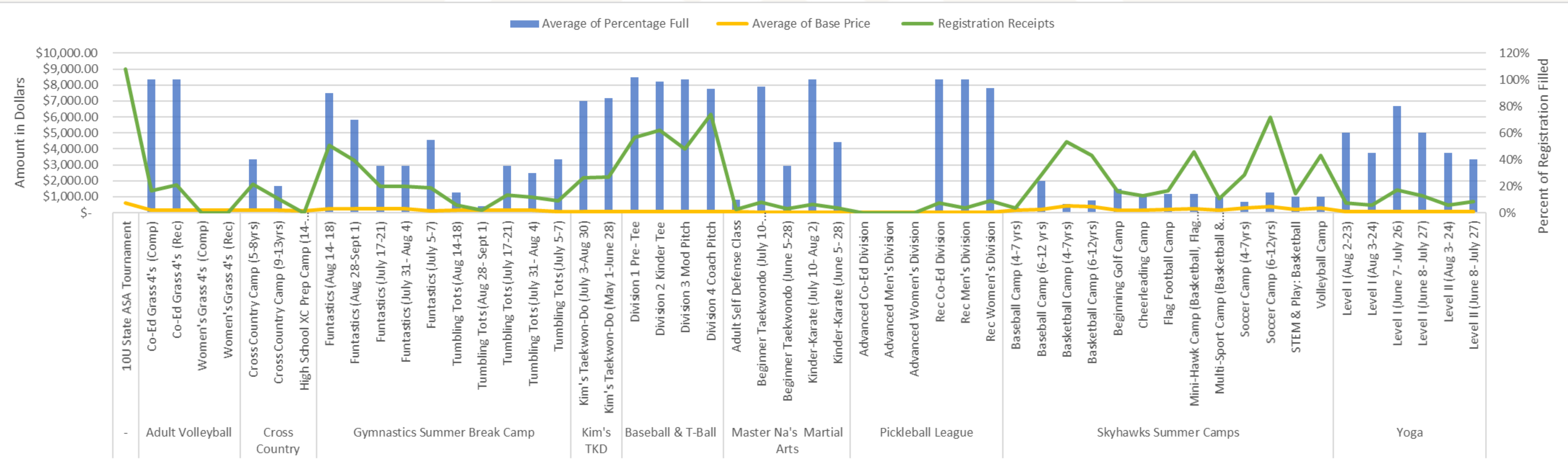


Figure 4. Sports Participation and Registration Receipts by Activity and Session. Bars represent the percent of registration filled in each session. Orange line is the average base price, green line is the sum of registration receipts.

SPORTS SUMMER OVERVIEW

- **750 total participants, 13 on waitlist**
 - Little Lacey Baseball highest participant count: 267
 - Cross Country & 10U Tournament lowest participant count: 15
- **highest waitlist: Little Lacey Baseball: 9**
 - Pickleball had 3, Master Na's had 1
 - Others all had 0
- **Avg percent full was 44%**
 - Skyhawks camps lowest at 12%
 - Little Lacey & T-ball highest at 98%
- **Avg base price \$152.56**
 - Highest avg price: \$6000 (10U State ASA tournament)
 - Lowest avg price: \$42 (Master Na's)
- **Total Registration Receipts: \$95,833.00**
 - Skyhawks camps highest \$32,369 (13 sessions)
 - Pickleball lowest \$1,650 (6 sessions)
- **Total empty sessions = 6**
 - Adult Volleyball had 2, Cross Country 1
 - Pickleball had highest empty at 3 (1/2 of sessions)
 - All others had no empty sessions

YOUTH & TEEN - PROGRAM PARTICIPATION

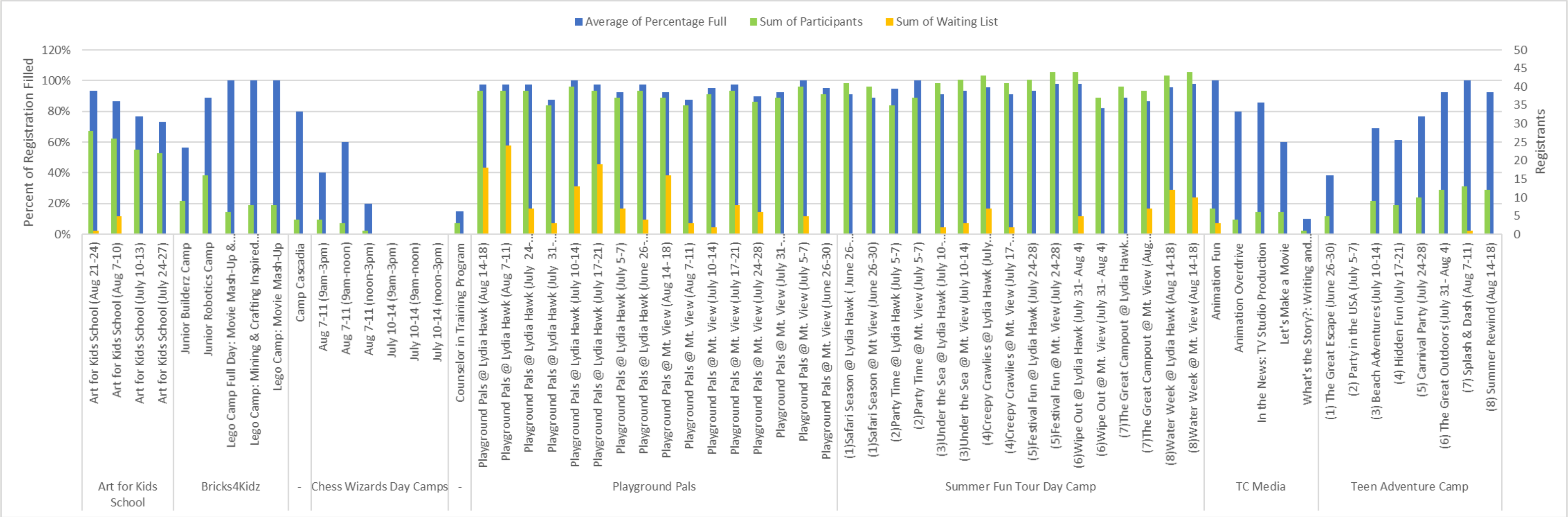


Figure 5. Youth & Teen Participation by Activity and Session. Blue represents the average percent of registration filled for each session, green is the sum of participants registered, and yellow is the sum of participants in each session.

YOUTH & TEEN - PROGRAM PARTICIPATION

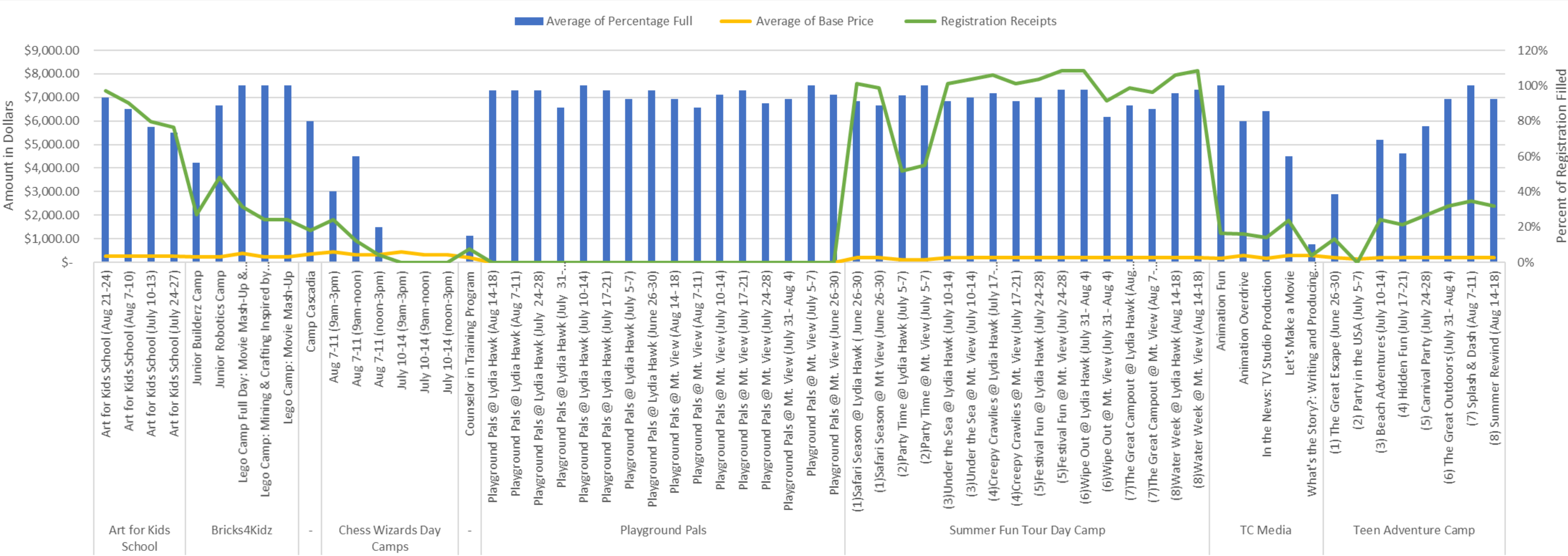


Figure 6. Youth & Teen Participation and Registration Receipts by Activity and Session. Bars represent the percent of registration filled in each session. Orange line is the average base price, green line is the sum of registration receipts.

YOUTH & TEEN SUMMER OVERVIEW

- **1,514 total participants, 193 on waitlist**
 - Summer Fun Camp highest participant count: 653
 - CIT lowest participant count: 3
- **highest waitlist: Playground Pals: 135**
 - Summer Camp had 48, Art for Kids had 6, TC Media had 3, Teen Camp had 1
 - Others all had 0
- **Avg percent full was 79%**
 - CIT lowest at 15%
 - Playground Pals highest at 95%
- **Avg base price \$171.11**
 - Highest avg price: \$356.67 (Chess)
 - Lowest avg price: \$0 (Playground Pals)
- **Total Registration Receipts: \$177,131.00**
 - Summer Fun Tour camps highest \$115,477 (16 sessions)
 - Playground pals lowest \$0 (16 sessions)
- **Total empty sessions = 4**
 - Teen Adventure Camp had 1
 - Chess Wizards had highest empty at 3 (1/2 of sessions)
 - All others had no empty sessions

ADULT CULTURAL - PROGRAM PARTICIPATION

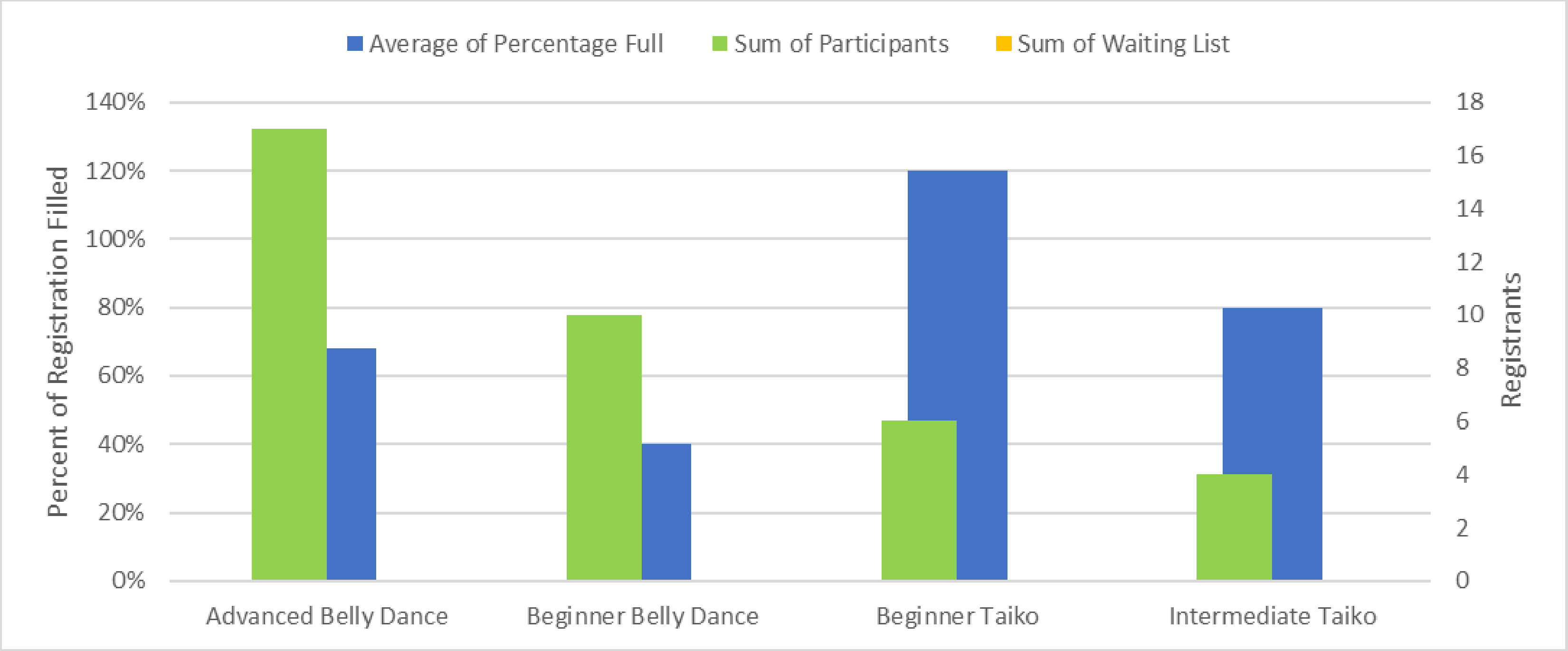


Figure 7. Adult Cultural Participation by Activity and Session. Blue represents the average percent of registration filled for each session, green is the sum of participants registered, and yellow is the sum of participants in each session.

ADULT CULTURAL - PROGRAM PARTICIPATION

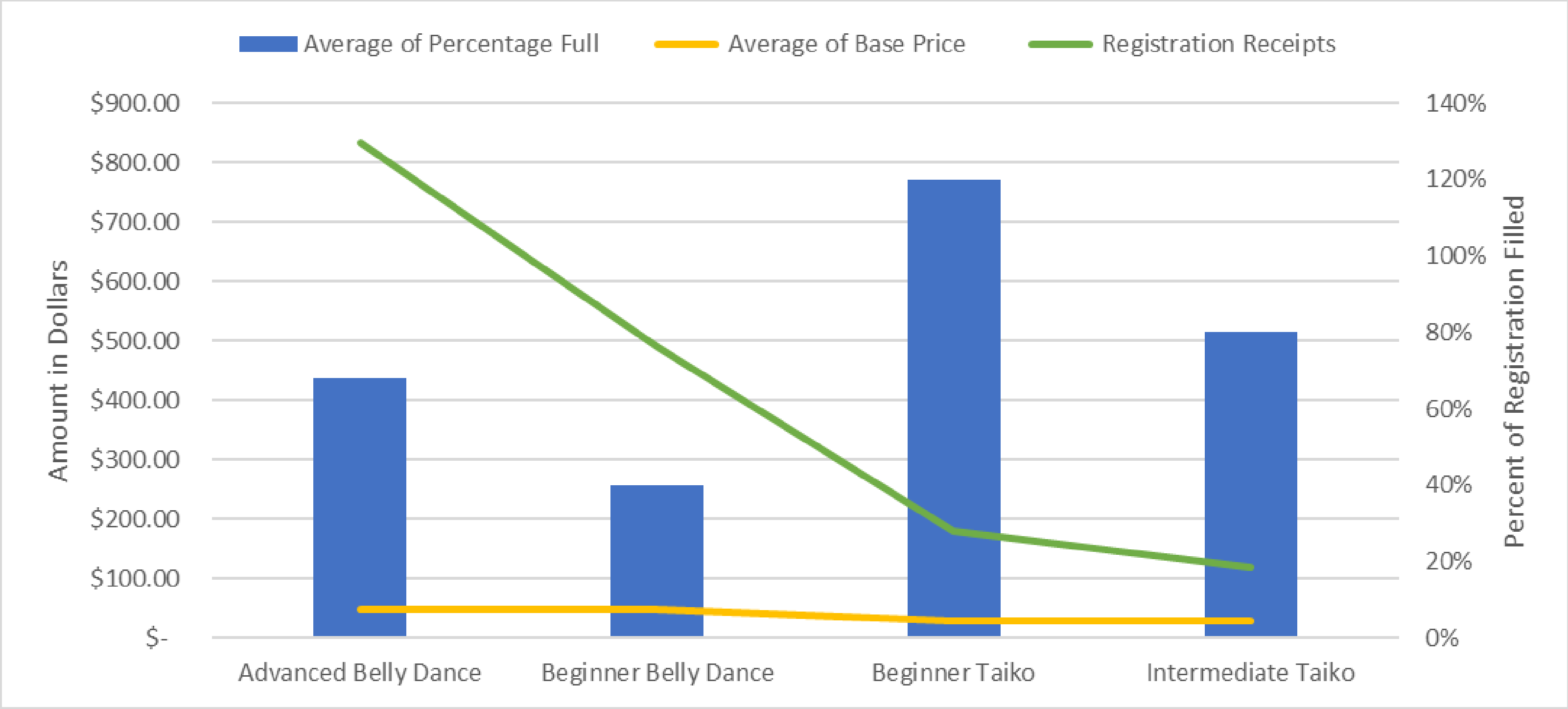


Figure 8. Adult Cultural Participation and Registration Receipts by Activity and Session. Bars represent the percent of registration filled in each session. Orange line is the average base price, green line is the sum of registration receipts.

ADULT CULTURAL SUMMER OVERVIEW

- **37 total participants**
 - Belly Dance highest participant count: 27
 - Taiko lowest participant count: 10
- **no waitlisted registrants**
- **Avg percent full was 77%**
 - Belly Dance lowest at 54%
 - Taiko highest at 100%
- **Avg base price \$39.50**
 - Highest avg price: \$49 (Belly Dance)
 - Lowest avg price: \$30 (Taiko Drum)
- **Total Registration Receipts: \$1,623.00**
 - Belly Dance highest \$1,323 (2 sessions)
 - Taiko drum lowest \$300 (2 sessions)
- **Total empty sessions = 0**
 - Beginner Taiko was 120% full

FIRST AID/CPR - PROGRAM PARTICIPATION

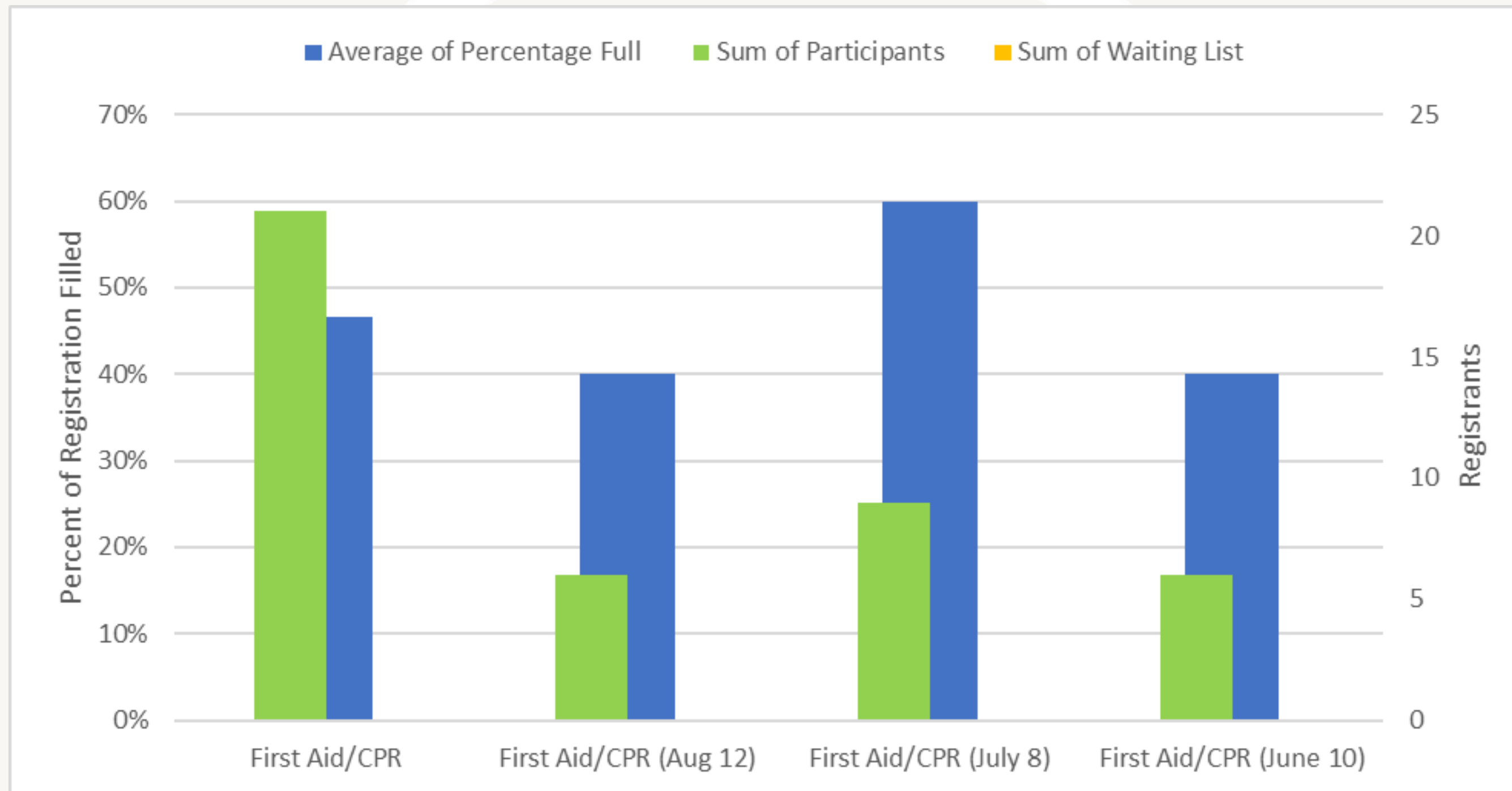


Figure 9. First Aid/CPR Participation by Activity and Session. Blue represents the average percent of registration filled for each session, green is the sum of participants registered, and yellow is the sum of participants in each session.

FIRST AID/CPR - PROGRAM PARTICIPATION

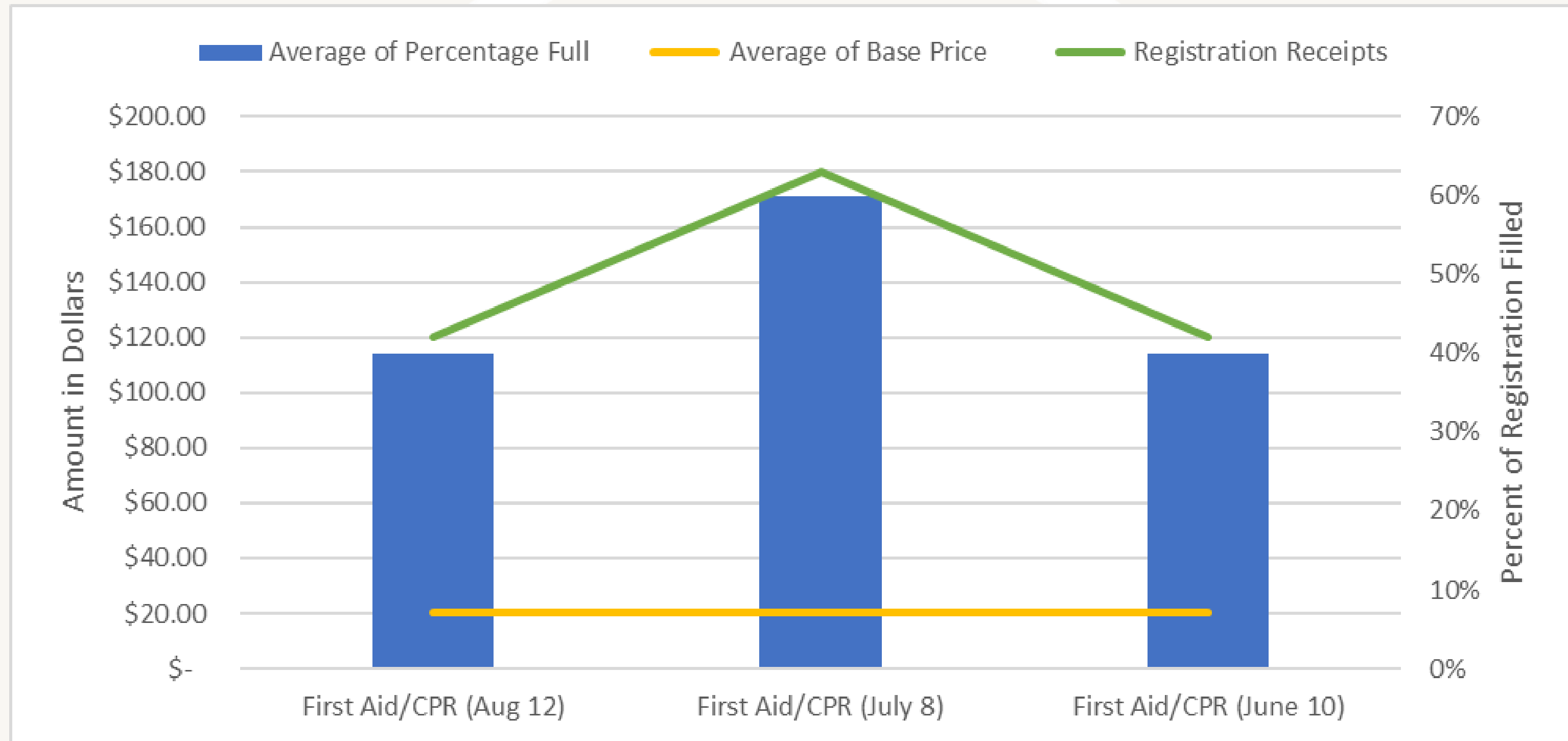


Figure 10. First Aid/CPR Participation and Registration Receipts by Activity and Session. Bars represent the percent of registration filled in each session. Orange line is the average base price, green line is the sum of registration receipts.

FIRST AID/CPR SUMMER OVERVIEW

- **21 total participants**
 - July highest participant count: 9
 - June & Aug participant count: 6
- **no waitlisted registrants**
- **Avg percent full was 47%**
 - June & Aug lowest at 40%
 - July highest at 60%
- **Avg base price \$20**
- **Total Registration Receipts: \$420.00**
 - July highest \$180
 - others were \$120
- **Total empty sessions = 0**

TRIPS & TOURS - PROGRAM PARTICIPATION

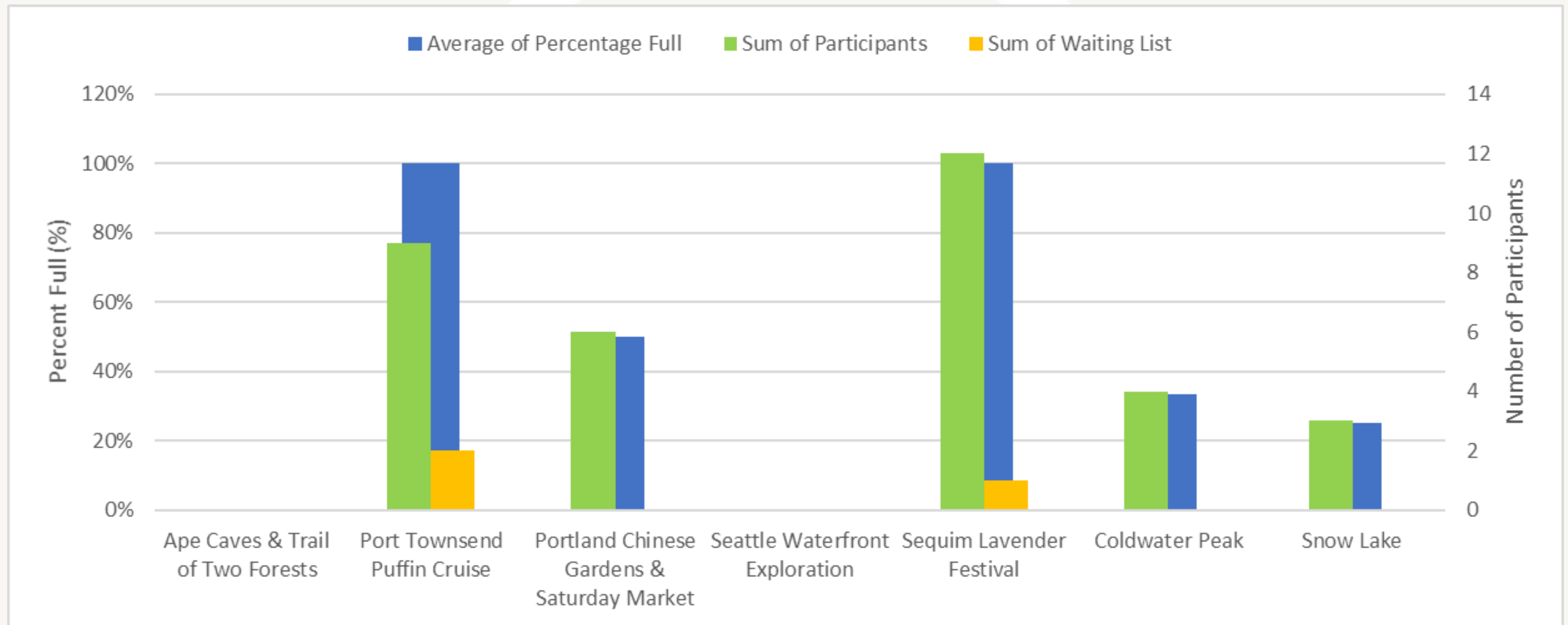


Figure 11. Trips & Tours Participation by Activity and Session. Blue represents the average percent of registration filled for each session, green is the sum of participants registered, and yellow is the sum of participants in each session.

TRIPS & TOURS - PROGRAM PARTICIPATION

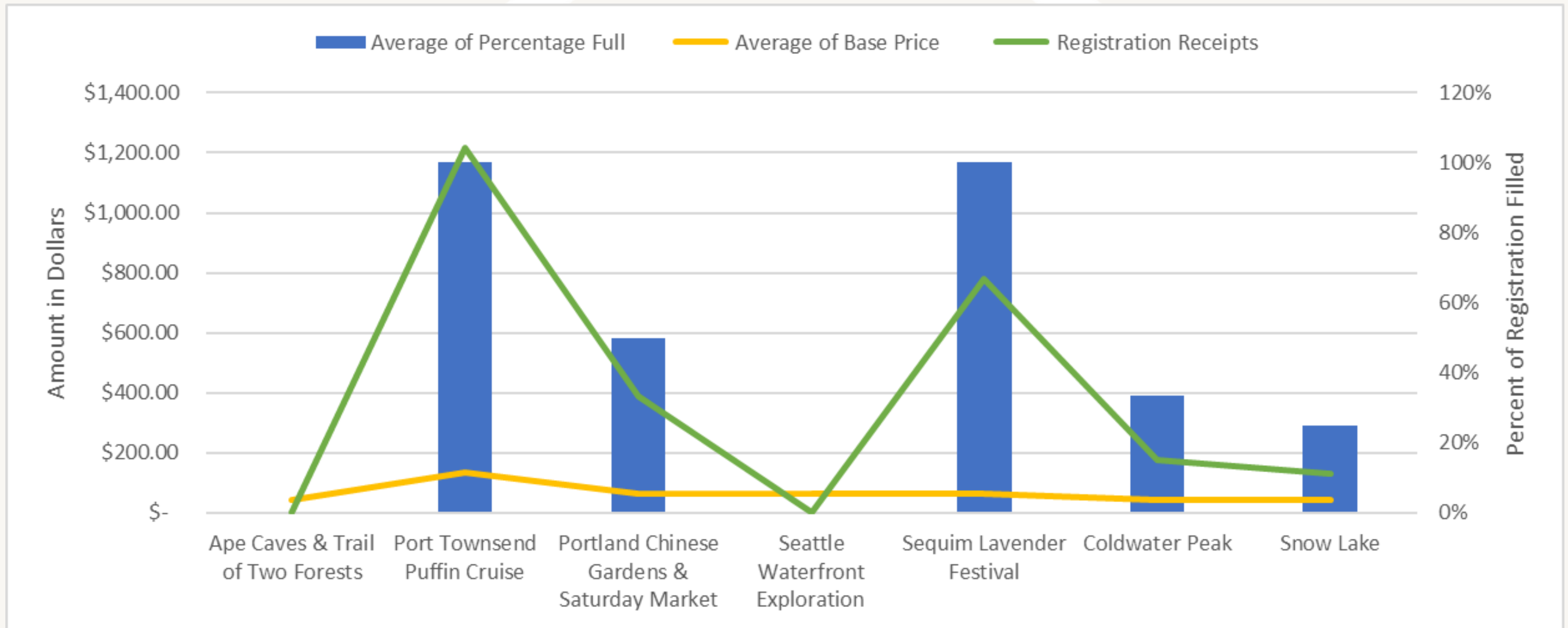


Figure 12. Trips & Tours Participation and Registration Receipts by Activity and Session. Bars represent the percent of registration filled in each session. Orange line is the average base price, green line is the sum of registration receipts.

TRIPS & TOURS SUMMER OVERVIEW

- **34 total participants, 3 on waitlist**
 - Sequim Lavender festival highest participant count: 12
 - Seattle Waterfront & Ape Caves lowest participant count: 0
- **highest waitlist: Puffin Cruise: 2**
 - Sequim Lavender Festival had 1
 - Others all had 0
- **Avg percent full was 44%**
 - Ape Caves & Seattle Waterfront lowest at 0%
 - Sequim Lavender & Puffin Cruise highest at 100%
- **Avg base price \$66**
 - Highest avg price: \$135 (Puffin Cruise)
 - Lowest avg price: \$44 (Ape Caves, & Hikes)
- **Total Registration Receipts: \$2,693.00**
 - Puffin Cruise highest \$1,215
 - Seattle waterfront & Ape caves lowest \$0
- **Total empty sessions = 2**
 - Seattle waterfront & Ape Caves were empty

SPECIAL EVENTS - ATTENDANCE

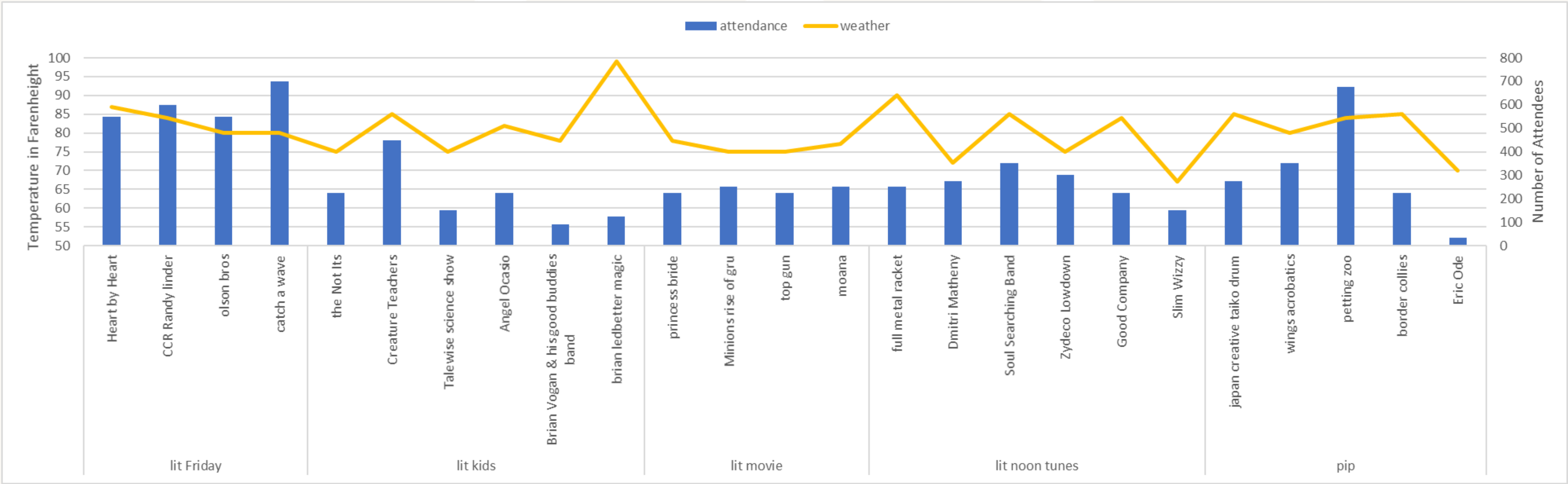


Figure 13. Special Events Estimated Participation by Activity and Session. Blue represents the average clicker counter count of attendees at each event. Yellow represents the average temperature during the event.

SPECIAL EVENTS PARTICIPATION OVERVIEW

- **7,600 total attendees at LIT & PIP**
 - LIT Friday Concerts highest attendance count: 2,400 (600 on average)
 - LIT Movies lowest attendance count: 950
 - Estimated 20,000 attendees at July 3rd
- **Avg temperature was 79.5°F**
 - Highest was 90°F on 7/5
 - Full Metal Racket 250 attendance
 - Lowest was 67°F on 8/9
 - Slim Wizzy 150 attendance
- **Avg attendance was 317**
 - Highest overall: 700 (Catch a Wave)
 - Lowest overall: 35 (Eric Ode)
- **Week 3 (Jun 18-21) had highest average attendance: 465**
 - Week 6 & 7 lowest averages (week 7 is just a Tuesday)
 - Week 6 (Aug 8-10): avg 92
 - Week 3 total attendance was 2,325
- **PIP average attendance: 312, LIT average attendance: 318**
 - PIP Total is 1,560
 - LIT Total is 6,040

SPECIAL EVENTS - EXPENSES & REVENUE

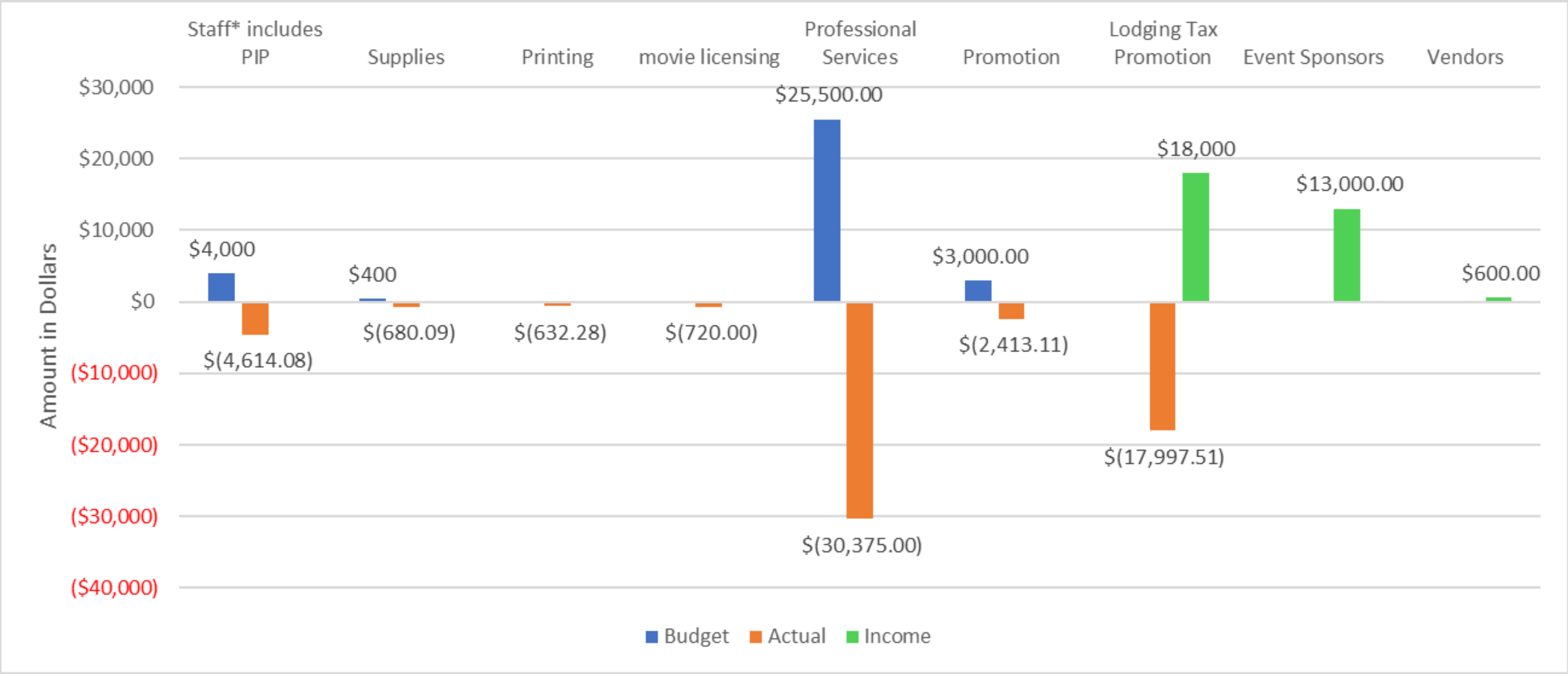


Figure 14. Special Events Budget, Expenses, & Income for Lacey In Tune. Blue represents the amount budgeted, orange represents actual event expenses, & green represents event income.
*Note that staff includes Play in the Parks events.

SPECIAL EVENTS - EXPENSES & REVENUE

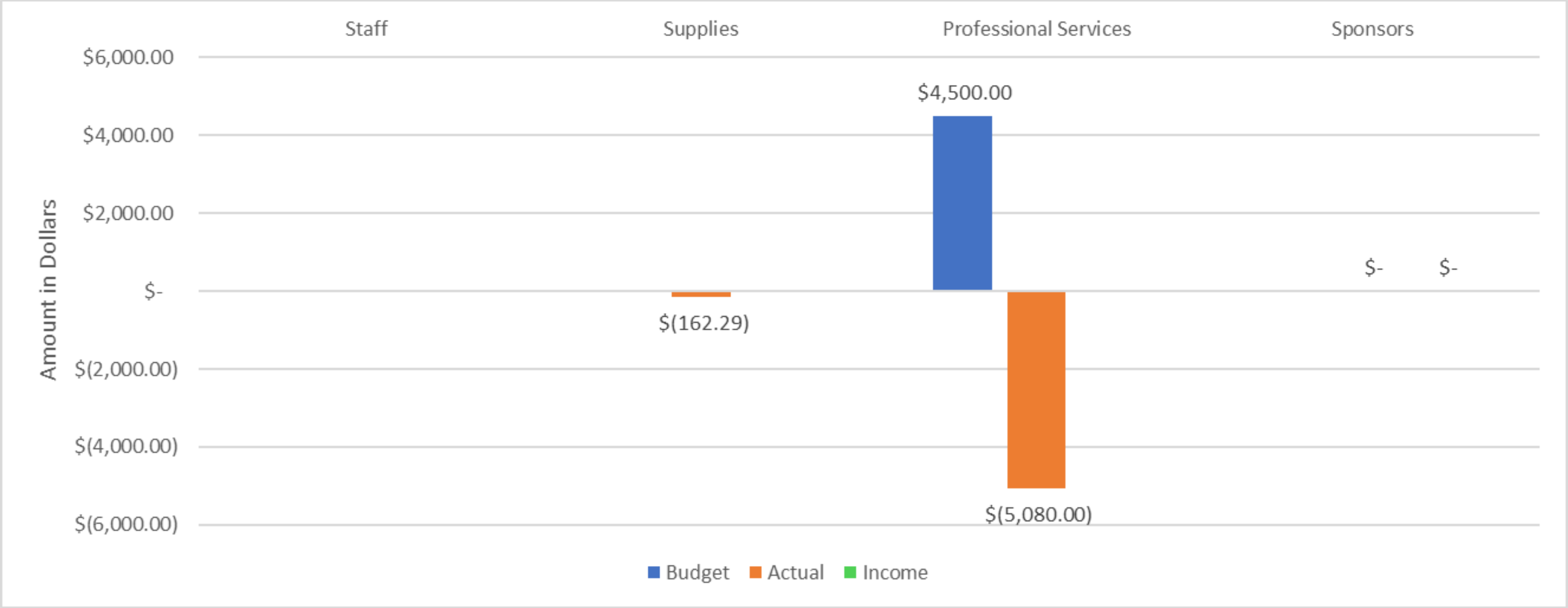


Figure 15. Special Events Budget, Expenses, & Income for Play in the Parks. Blue represents the amount budgeted, orange represents actual event expenses, & green represents event income. *Note that staff is included in Lacey in Tune budget.

SPECIAL EVENTS - EXPENSES & REVENUE

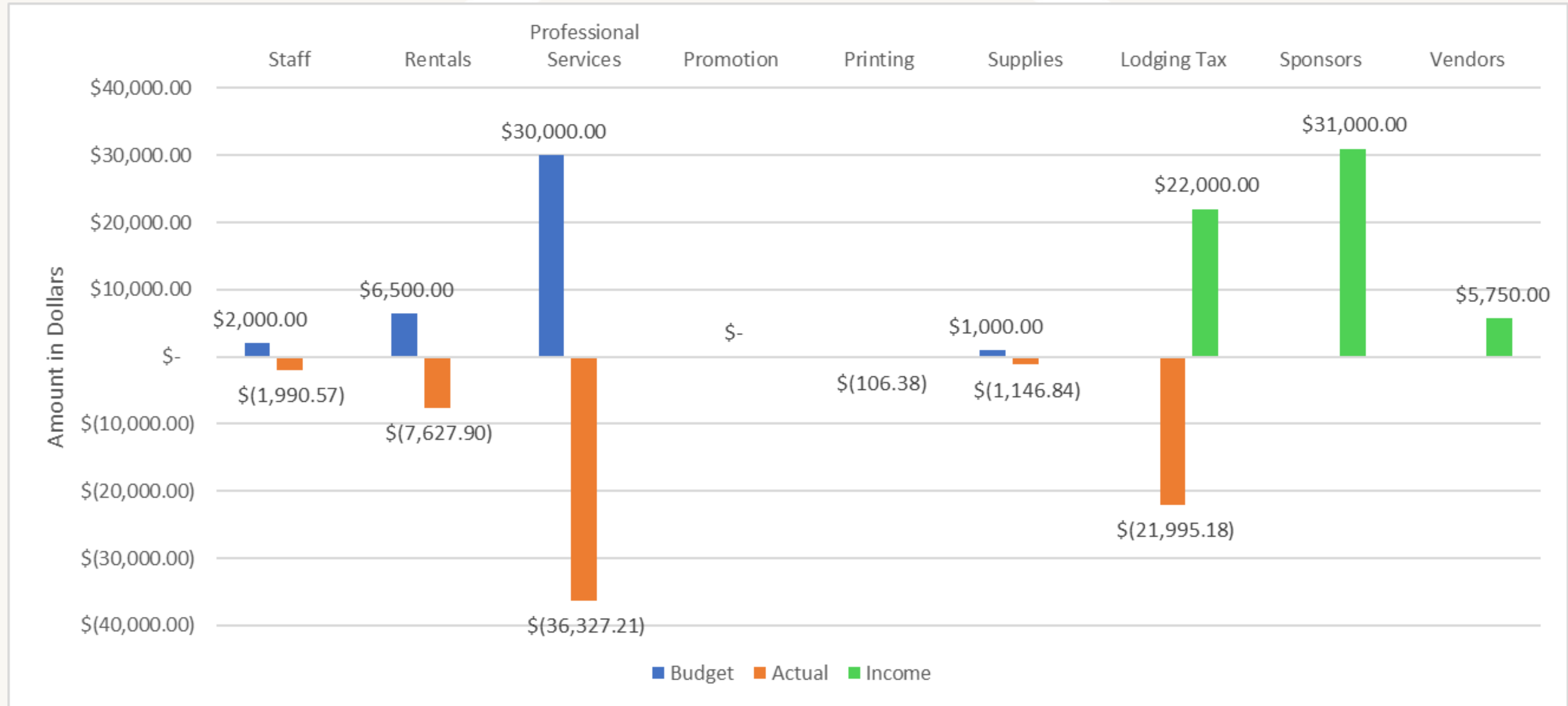


Figure 16. Special Events Budget, Expenses, & Income for July 3rd Fireworks Spectacular. Blue represents the amount budgeted, orange represents actual event expenses, & green represents event income.

SPECIAL EVENTS BUDGET OVERVIEW

- **Lacey in Tune - \$25,832.07 overall loss**

- Budgeted \$32,900, Sponsor revenue \$13,000, and \$600 from vendors
- \$57,432.07 in expenses
 - greatest was for professional services \$30,375
 - least was for printing: \$632.28
- Highest loss was professional services: \$4,875

- **Play in the Parks - \$5,242.29 overall loss**

- budgeted \$4,500, no sponsors or vendors
- \$5,242.29 in expenses
 - \$5,080 in professional services
 - \$162.29 in supplies

- **3rd of July - \$10,444.08 overall loss**

- Budgeted \$39,500, Sponsor revenue \$31,000, \$5,750 from vendors
- \$69,194.08 in expenses
 - greatest was professional services \$36,327.21
 - printing was the least at \$106.38
- Greatest loss was for professional services: \$6,327.21

ALL SUMMER PROGRAMS OVERVIEW*

- **3,237 total participants, 985 on waitlist**
 - summer fun tour camp highest participant count: 653, 93% full
 - Seattle waterfront & ape caves trips were empty
- **highest waitlist: Aquatics - 776**
 - lowest: First Aid & Adult Cultural: 0
- **Avg percent full was 70%**
 - Aquatics highest avg % full: 81%
 - Trips & Tours lowest avg % full: 44%
- **Avg base price \$93.57**
 - Highest avg price: \$600 (10U State ASA Tournament)
 - Lowest avg price: \$0 (playground pals)
- **Total Registration Receipts: \$312,128.00**
 - Summer Camp highest \$115,477
- **Total empty sessions = 20**
 - total number of sessions: 269
 - Aquatics: 139, Sports: 54, Youth: 62
 - Trips: 7, First Aid: 3, Adult: 4
 - Pickleball, Chess, & Lvl 4 swim had 3 empty sessions each

*not including special events

LPCR 2023 SUMMER PROGRAM REPORT

Full data & analysis spreadsheet is available to view. Email kshaffer@ci.lacey.wa.us to request a copy.

Lacey Parks, Culture and Recreation Board

2023 Accomplishments

2023 Work Plan Accomplishments

- Completed the 6-year update to the Lacey Parks, Culture and Recreation Comprehensive Plan (2023-2029)
- Created a Parks, Culture and Recreation Enhancement program, policy and review process for donations and other requests
- Created a Parks Volunteer Program to include a policy and procedure manual and an onboarding handbook for volunteers
- Updated the Sponsorship Policy to include a review process to ensure an alignment with the department's mission, vision, and goals
- Updated the Financial Assistance Policy (formerly called Scholarship Policy) to better communicate its purpose and make more accessible for community members
- Updated the RAC Financial Plan
- Re-designed park rules signs

Other Noteworthy Accomplishments

- Significant progress made on the wildlife information at Greg Cuoio Park
- Published the 2022 Annual Report
- Greg Cuoio Park significant work on the 90% design
- Received \$1,000,000 in grants for Greg Cuoio Park. \$500,000 from the RCO WWRP Grant, and \$499,550 from the Department of Commerce.
- Received \$15,000 from the Washington State Historical Society for a Diversity in Local History Grant for an oral history project
- Received \$6,000 for the Financial Assistance Program from the PARC Foundation of Thurston County
- Added a new position; Senior Parks Planner
- Virgil S. Clarkson Senior Center celebrated 20th anniversary
- Free Little Library added to Wonderwood Park by Girl Scout troop
- Celebrated volunteers at the department's first volunteer recognition event
- Implemented CivicClerk for agendas, minutes and bookmarking videos

- Advocated and was successful in getting an upgraded bus stop near the RAC
- Discussed dog related issues with Animal Services Director and significant work done by staff to gather and present the data for better understanding of the challenges
- Received two stadium bleachers through the Parks Enhancement Program
- Received a commitment of \$110,000 toward the playground replacement at Bush Park from Gateway Rotary
- Received a commitment of \$25,000 toward the construction of new courts at Rainier Vista Park from Thurston County Pickleball Association
- Due to continued partnership and advocating for recreation needs, the Nisqually Indian Tribe Quiemuth development concept options include an indoor recreation area.
- Adopted a land acknowledgement process for Parks Board
- Worked with Thurston Regional Planning Council on the regional Trails Plan Update

Lacey Parks Board
2024 WORK PLAN
 Approved:

Task	Responsible Commissioner	Status	Target Completion date
ONGOING			
1. Parks, Culture & Recreation Staff Updates			
2. Annual Budget, Parks Capital Improvement Program and City Capital Facilities Plan Update			
3. Grant Opportunities			
4. July is Parks & Recreation Month			
5. Annual Report			
6. Regional Trails Plan			
CONSTRUCTION PROJECTS			
7. Woodland Creek Park Bridge & Fencing	All	Upcoming agenda	Winter 2024
8. RAC Parking Lot Construction	All	Upcoming agenda	Spring 2024
9. Wonderwood Park Trail & Court Upgrades (Sunset)	All	Upcoming agenda	Fall 2024
10. RAC Ballfield Safety Netting	All	Upcoming agenda	Fall 2024
SPECIAL PROJECTS			
11. Park Facilities Security Camera Expansions	All	Upcoming agenda	Fall 2024
12. Wildlife Information (Stream Team Partnership)	Chair Goodwin and Vice Chair Good	Upcoming agenda	Winter 2024
13. Community Garden Pilot Project / WCFF	All	In progress	Pending non-profit partner
14. Greg Cuoio Park Phase 1A Construction	All	Upcoming agenda	Winter 2025
15. Dogs Off Leash Issues	All	Upcoming agenda	Winter 2024
16. Financial Assistance Policy Review	All	Upcoming agenda	Winter 2024
17. InterCity Transit Walk N Roll Partnership	Chair Goodwin	Upcoming agenda	December 2023
18. Senior Services for South Sound Agreement	All	Upcoming agenda	Winter 2024
19. Litter Program	Youth Commissioner Clay	Upcoming agenda	Winter 2024
20. RAC Kiosk	All	In Progress	Spring 2024
PARK RULES			
21. Metal Detecting Update	All	Upcoming agenda	Winter 2024
22. Ebikes & Scooters Update (with partners)	All	Upcoming agenda	Winter 2024
23. Affixing Signs Update	All	Upcoming agenda	Winter 2024
PLANNING			
24. RAC Phase 3 Concept Design	All	Upcoming agenda	Winter 2024
25. NTPS Young Child & Family Center Feasibility	All	In progress	Spring 2024
26. Lake Lois Habitat Reserve – update interpretive signage & brochure	All	Upcoming agenda	Summer 2024
27. Greg Cuoio Park Phase 1A Design & Financial Plan	All	In progress	March 2024
28. RAC Wifi Pre-Design	All	Upcoming Agenda	Spring 2024

Task	Responsible Commissioner	Status	Target Completion date
29. Bush Park Playground Replacement	All	Upcoming Agenda	Fall 2025
30. McKinney House and Parcel Assessment	All	Upcoming Agenda	Fall 2024
31. Rainier Vista – Pickleball and Ping Pong	All	Upcoming Agenda	Fall 2024 (pending grant funding)
32. RAC Lights LED Conversion	All	Upcoming Agenda	Fall 2024 (pending grant funding)

Lacey Parks, Culture and Recreation Board

2024 Calendar of Meetings

Wednesday, January 3, 2024 - 5:30 p.m.

Tuesday, January 23, 2024 (Joint Parks Board / City Council Worksession) – 6:00 p.m.

Wednesday, March 6, 2024 - 5:30 p.m.

Wednesday, May 1, 2024 - 5:30 p.m.

Wednesday, June 5, 2024 - 5:30 p.m.

Wednesday, August 7, 2024 - 5:30 p.m.

Friday, September 13, 2024 (Parks Tour) – 12:00 p.m.

Wednesday, October 2, 2024 - 5:30 p.m.

Wednesday, November 6, 2024 - 5:30 p.m.

Wednesday, December 4, 2024 - 5:30 p.m.

2024 Budget Requests

Approved Budget Requests

Location	Budget Description	Budget Amount	Budget Department
Community Center	Replace Gutters and Downspouts	\$20,000	Community Buildings
Parks	Convert Parks Irrigation System Controllers to Cellular Communications	\$160,000	PW Parks Maintenance
Parks	Install Gutters and Downspouts at Park locations	\$15,000	PW Parks Maintenance
Parks	Overtime Adjustment	\$1,500	PW Parks Maintenance
RAC	Replace Synthetic Groomer, Paint Liner, and Ride-On Fertilizer Spreader	\$58,487	RAC M&O
RAC	Ballfield Safety Netting	\$50,000	RAC Capital
RAC	Wi-Fi Pre-Design	\$15,000	RAC Capital
RAC	Ballfield Lights LED Conversion	\$2,100,000 (Pending grant funding)	RAC Capital
LPCR	Pursue Restructure Recreation Assistant Position	\$12,000	Parks and Recreation
LPCR	Staff Training Increase	\$6,000	Parks and Recreation
LPCR	PARC Foundation of Thurston County	\$10,000	Parks and Recreation
William A. Bush Park	Playground Replacement (ages 5-12)	\$442,000	Parks and Open Space
Rainier Vista	Pickleball Courts Expansion	\$914,130 (Pending grant funding)	Parks and Open Space
McKinney House	Historic Preservation Consultant, Parcel Assessment, and Wetland Delineation Report	\$65,000	Parks and Recreation

LPCR – Museum	All Adobe Apps Annual Subscription	\$2,000	Parks and Recreation
Jacob Smith House	Table Replacement	\$10,000	Community Buildings

Not Approved Budget Requests

Location	Budget Description	Budget Amount	Budget Department
Community Center	Replace Hardwood Floors	\$73,000	Community Buildings
Parks	Increase Temp Seasonal Labor	\$75,000	PW Parks Maintenance
Woodland Creek Park	Longs Pond Dock Replacement	\$255,997	Parks and Open Space



LACEY PARKS

CULTURE & RECREATION

PUT US ON YOUR **PLAYLIST!**

Off-Leash Dogs In Parks



THE CHALLENGES

- Public Complaints
- Joint Animal Services is the lead on animal related-issues. Due to a staffing shortage, enforcement is not possible at this time.
- Most parks are unstaffed, leaving users to follow rules at their discretion.
- Based on maintenance staff observations, people continue to take their dogs off-leash even if staff are onsite.



PUBLIC COMPLAINTS

9 complaints over 3 years

- 3 – off-leash (from the same person) at Wonderwood, WCCP and Rainier Vista
- 1 – off-leash at McAllister Park
- 1 - Off-leash dog that attacked an on-leash dog at WCCP
- 1 – Off-leash dog that killed a squirrel at WCCP
- 1 - Waste on the beach at Long Lake Park (Note: this might have been goose poop)
- 2 - Waste at Lakepointe Park (issue has been resolved with the owner)



DATA

Gather information to understand the scope of the problem.

Next steps, work on solutions

- Part-time staff scheduled to collect data.
- Two-hour shifts at various days, times.
- Aug. 25-Sept. 20



PARKS OBSERVED

Total of 96 hours of observation time.

- Rainier Vista Park (30 hrs)
- Woodland Creek Park (30 hrs)
- Wonderwood Park (20 hrs)
- Horizon Pointe Park (10 hrs)
- Bush Park (6 hrs)

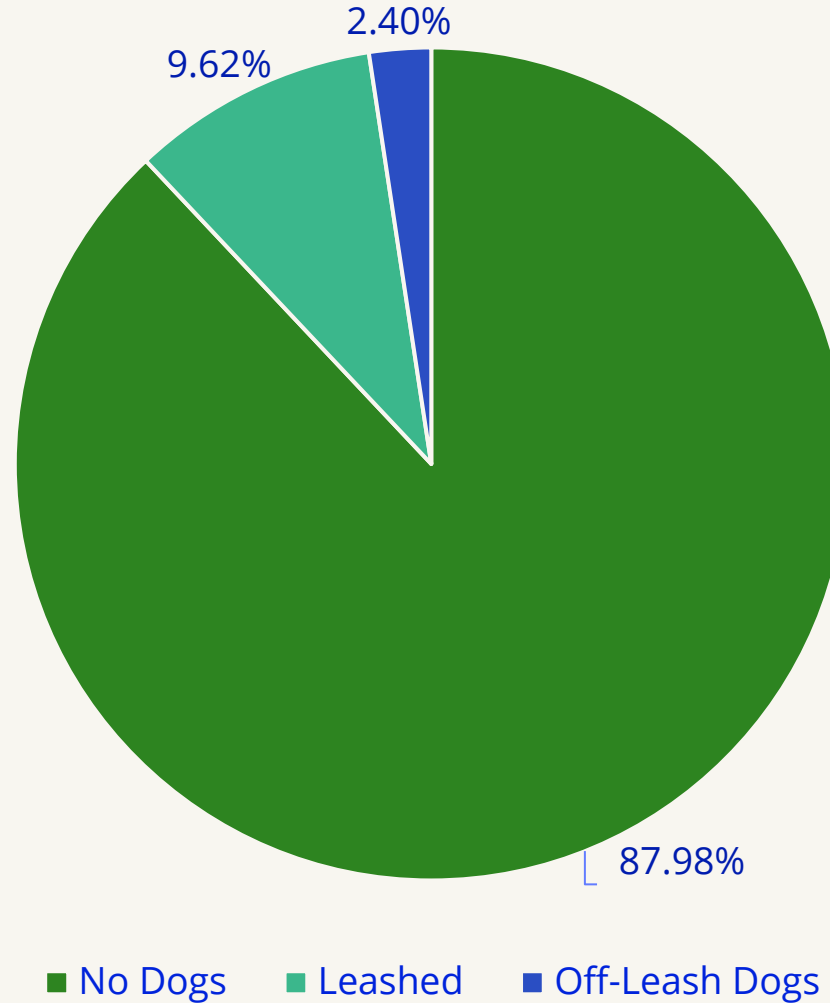


HOW MANY OFF-LEASH PARK USERS?

Staff were asked to count:

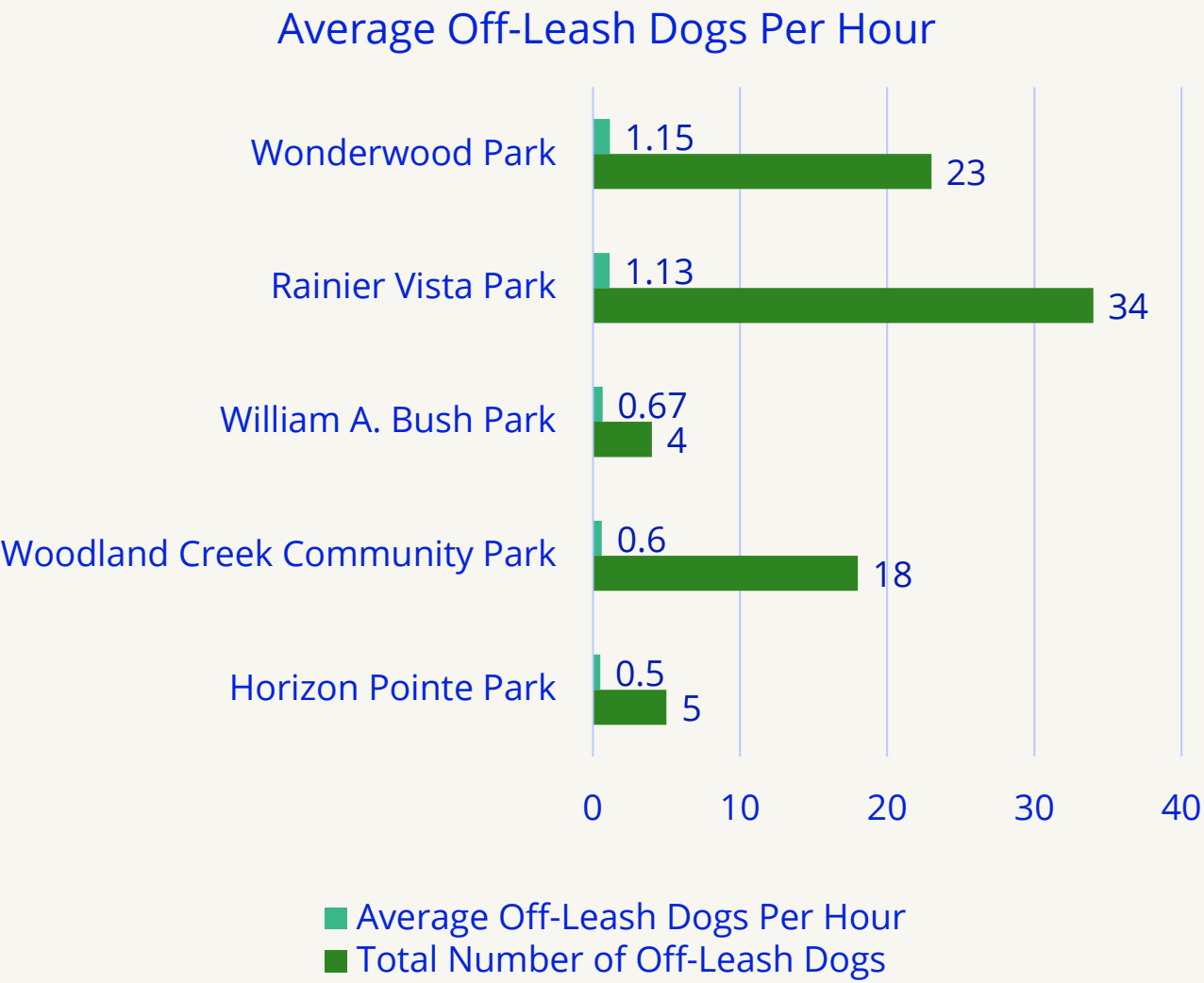
Total park users – 3,493
no dogs – 3073
on leash – 336
off-leash – 84

Leashed vs. Off-Leash Dogs In Parks



HOW MANY OFF-LEASH PARK USERS? BY PARK

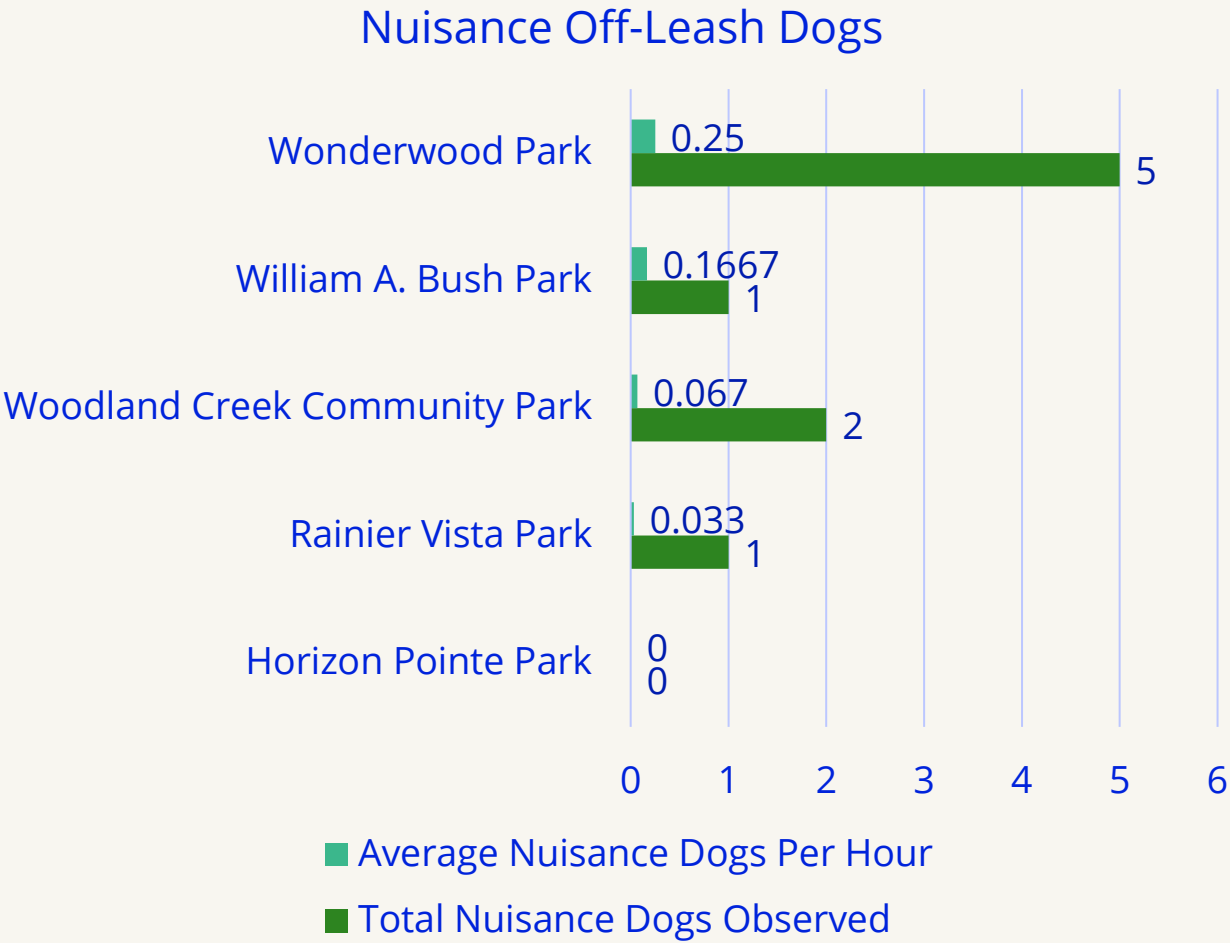
The highest parks with off-leash dogs were Wonderwood and Rainier Vista.



NUISANCE DOGS

Asked staff to track dogs out of the voice control of their owners, including dogs that ran to people/ dogs in a friendly manner.

Note: No aggressive dogs observed.



‘HOT SPOTS’ FOR OFF-LEASH DOGS

Staff reported off-leash owners often used fenced, secluded or low-populated areas.

RAINIER VISTA PARK



‘HOT SPOTS’ FOR OFF-LEASH DOGS

Staff reported off-leash owners often used fenced, secluded or low-populated areas.

WONDERWOOD PARK



‘HOT SPOTS’ FOR OFF-LEASH DOGS

Staff reported off-leash owners often used fenced, secluded or low-populated areas.

WOODLAND CREEK PARK



CLEAN-UP (YES, POOP)

- Five owners did not clean up after their pets. It is difficult to know if they would have cleaned-up if they were on a leash.
- Maintenance staff believe poop is not a significant problem in parks.



BUT, THERE IS MORE....

- Tracked other rule violations:
 - Off-leash dogs: 84
 - Smoking/vaping: 56
 - Alcohol Use: 18
 - Amplified Music: 14
 - Marijuana Use: 11
 - Driving on sidewalk/grass: 5
 - Vending/selling in parks: 3



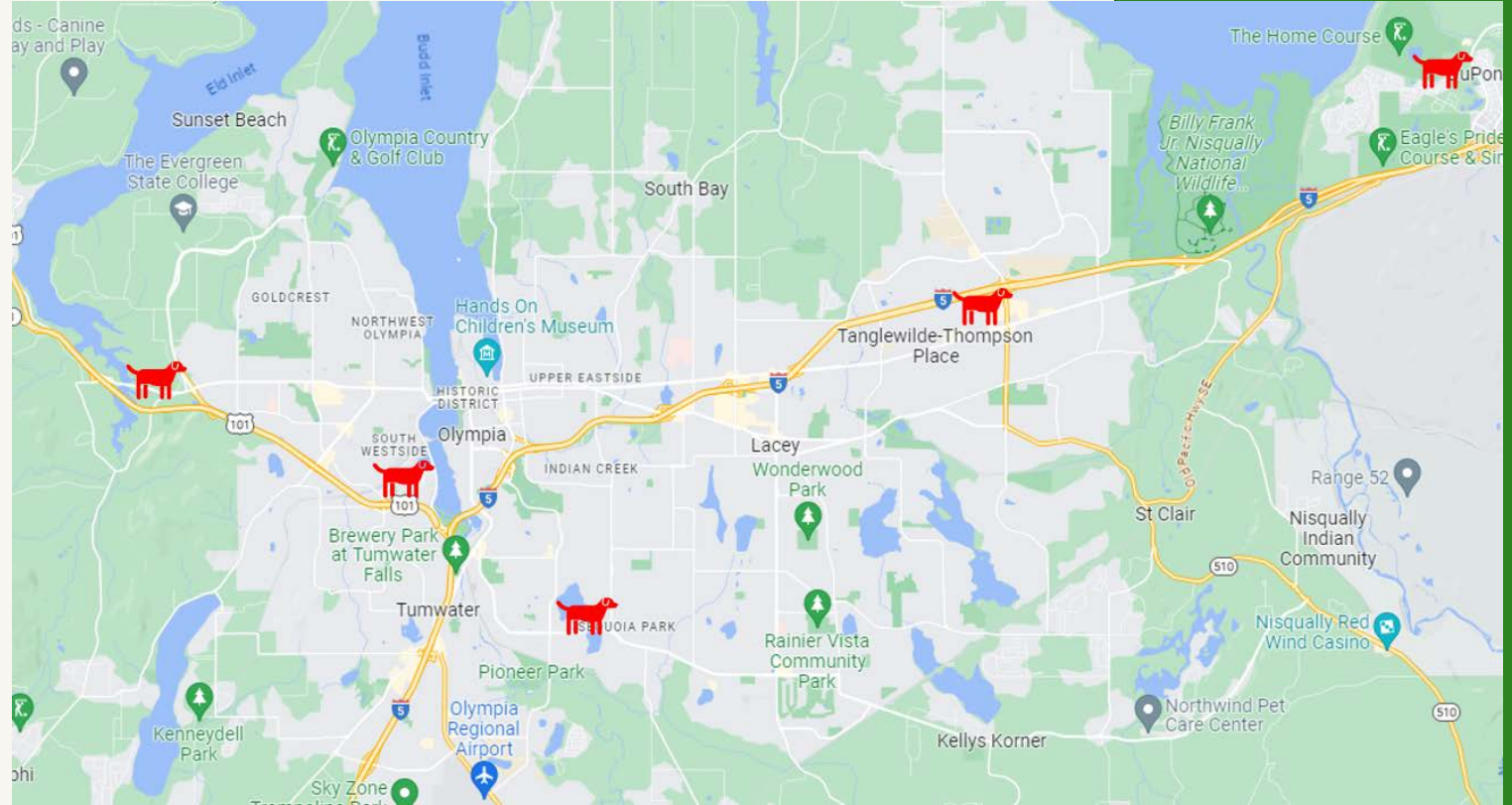
BUT, THERE IS MORE....

- Year-to-Date 2024 (as of Nov. 5), All Parks:
 - Graffiti: 60
 - Vandalism: 34
 - Theft: 8



WHAT OPTIONS DO PEOPLE HAVE?

- Local dog parks
 - 3 in Olympia
 - 1 in Lacey – TCWRC



WHAT OPTIONS DO PEOPLE HAVE?

- The dog park in Lacey
 - Hogum Bay Rd.



WE AREN'T ALONE...

The key takeaways from other agencies who have dealt with this problem were:

- It is a challenging problem that takes a lot of attention.
- Getting the situation under control requires clear messaging and ongoing onsite monitoring/communication.
- All agencies have said enforcement needs to be a part of the solution. In most cases, it is a last resort.
- Some people will always refuse to use a leash.



POSSIBLE SOLUTIONS

Communication/
Education

Enforcement

Park
Enhancement



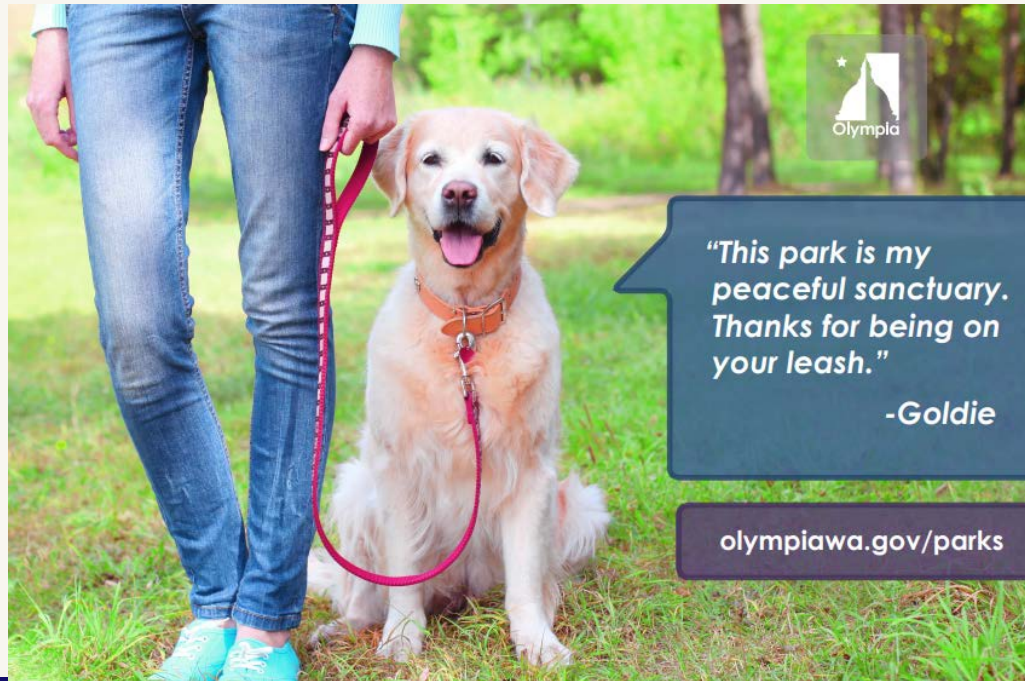
COMMUNICATION / EDUCATION

- Update rule sign (in progress)
- “Leash-up Your Dog Campaign.”
- Signage in the “hot spots.”
- Communications strategy (social media posts).
- Provide information on off-leash dog park locations in Lacey.
- Newsletter Department and LaceyLife
- Direct communication with local HOAs.



COMMUNICATION / EDUCATION

Positive “Leash Up Your Dog” Campaign Sample



PLEASE KEEP YOUR DOG ON A LEASH WHEN VISITING OUR PARKS



For everyone's safety, you must keep your dog on a leash in all Lacey Parks.

Lacey has over 1,200 acres of parkland and open spaces — plenty for all to enjoy! For everyone's safety and park enjoyment, you must keep your dog on a leash when visiting one of our parks, even if you don't see other park visitors.

The rule is intended to protect the health and safety of the public AND your pet. Using a leash will benefit you, your neighborhood or community, and your pet. Here are a few reasons why you must keep your dog on a leash while visiting our parks:

- Dogs can get spooked and run away, creating a potentially dangerous situation for them.
- Dogs can be unpredictable in unknown circumstances.
- People and/or other dogs get scared of dogs.
- Park visitors may want to enjoy the park without having to deal with your dog.
- Park visitors who want to meet your dog will have a proper opportunity to do so, without any surprises.

REMINDER!

Always pick up your dog's poop.

"Bag it and trash it every time" is the only safe way to dispose of your dog's waste.

If you encounter a dog off-leash in a park or if you experience an issue or attack, please contact Joint Animals Services at **(360) 352-2510** or **shelter@jointanimalservices.org** for assistance.

DOGS CAN RUN FREE AT THE OFF-LEASH DOG PARK!

The Thurston County Off-Leash Dog Park includes a special area for small dogs, water stations, a sand and gravel area for digging, paths, and fencing.

You can take your dog to the off-leash park from 9 a.m. to dusk, seven days a week. For more information, visit **ThurstonCountywa.gov/Departments/Public-Works/Parks-Trails** or scan the QR code.



Thurston County Off-Leash Dog Park
2420 Hogum Bay Road N.E., Lacey

ENFORCEMENT & PARK ENHANCEMENTS

- Enforcement and Park Enhancements are long-term, higher-cost solutions.
- Near-term - implement the education/communication strategy and assess the progress before moving to other options.



AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and L & E Bottling, hereinafter “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached hereto as Exhibits A, B and C.

A. **Administration.** The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. **Standard of Care.** Service Provider shall exercise the degree of skill and diligence normally employed by Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.

Modifications. City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider’s area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service Provider shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall

remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by Dec. 31, 2026 unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. Compensation and Method of Payment.

- A. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," an amount not to exceed \$0. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. Notice. Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Sue Falash
Phone: 360.438.2694
Address: 420 College St SE

TO THE SERVICE PROVIDER:

Name: Thomas Bramsche
Phone: 360.742.1783
Address: 2115 116th St S, Tacoma 98444

5. Applicable Laws and Standards. The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its services shall conform to all federal, state, and local statutes and regulations.

6. Relationship of the Parties. It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its

employees under this Agreement and any liability that may attach thereto.

7. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Service Provider under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Service Provider under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Service Provider shall have no liability for the use of Service Provider's work product outside of the scope of its intended purpose.

8. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

9. **Insurance.** Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Service Provider, its agents, representatives, employees, or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Service Provider will not transport any persons not directly related or affiliated with Service Provider, then Service Provider is only required to have automobile liability insurance to meet at least minimum Washington state requirements.

2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work performed for the City.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Service Provider will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet minimum Washington state requirements.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.
2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.
3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.
4. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Service Provider to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Service Provider from the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. **Indemnification and Hold Harmless.** Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages

of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subconsultants, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

11. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

12. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

13. **Subcontracts.** Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

14. **Confidentiality.** Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior

express written consent of City or upon order of a court of competent jurisdiction.

15. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.

16. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

17. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

18. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

19. **Business Registration.** Service Provider shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.

20. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this ____ day of _____, 20____.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
Jen Burbidge
Parks, Culture and Recreation Director

By: _____
Grant Charneski
L&E Bottling Company

Approved as to form:

David Schneider
City Attorney

Exhibit A

Scope of Work

- 1) L & E shall have exclusive right to furnish beverages to the concession stands located at the Regional Athletic Complex (RAC), 8345 Steilacoom Rd SE, Lacey WA and Rainier Vista Community Park (RV), 5475 45th Ave SE
- 2) L & E shall supply to the concessionaire at the RAC/RV during said 3 year term those certain beverages listed on Exhibit B, attached hereto, at the prices set forth on said exhibit. Additional or different beverages may be supplied through the mutual consent of L & E and the concessionaire chosen by the City. It is understood that if there are types or categories of beverages that L & E does not provide, the concessionaire shall, with the consent of the City, be allowed to sell such types or categories. Supply by L & E shall be performed pursuant and subject to those requirements and conditions set forth in Section 1-4 of the Request for Formal Proposal – 2023 attached included in Exhibit C.
- 3) L & E will make in-kind donations of soft drinks to specific events within \$300 annually at the City's discretion.
- 4) L & E will budget an equivalent of \$300.00 in signage produced by L & E Bottling. This will include menu boards.
- 5) L & E will continue to maintain all L & E equipment supplied to the site. Such equipment will include ice maker, coolers, fountain units, hot chocolate machines and ice barrels. Such ice makers and equipment shall remain the property of L & E; however, shall be supplied during the duration of this agreement.
- 6) L&E will provide \$.50 a case on all Bottle & Can packages sold for a 3-year contract excluding 16.9oz water packages and 12oz CSD packages. L&E will provide \$1.00 per gallon on all Fountain Sold. Rebates on Cases sold in 3 years would be an estimated \$5,250 in rebates. Rebates are paid to the City of Lacey annually based upon being the exclusive Beverage Provider to the Park and Concessionaire.
- 7) The books and records of L & E as the same relate solely to the volume of beverages supplied pursuant to this Agreement and the pricing of said products shall be made available to the City for inspection and audit upon receiving reasonable notice from the City of such request.

Exhibit B

2023 Pricing

CSD				
Brand	Package	Pack	2024 PRICE	Unit Cost
CSD 20oz	20oz 24pk PET	24	\$ 24.60	\$ 1.03
12packs	12oz 12pk FM Can	2	\$ 20.00	\$ 10.00
Mt Dew Kickstart	16oz 12pk	12	\$ 15.60	\$ 1.30
SPARKLING WATER				
Brand	Package	Pack	2024 PRICE	Unit Cost
Bubly	12oz 8pk	3	\$ 11.60	\$ 3.87
Bubly	16oz 12pk CN	12	\$ 15.60	\$ 1.30
TEA & JUICE				
Brand	Package	Pack	2024 PRICE	Unit Cost
Lipton Pure Leaf	18.5oz Singles PL	12	\$ 17.90	\$ 1.49
Yachak	16oz 12pk CN	12	\$ 21.00	\$ 1.75
Tropicana Juice	15.2oz 12pk PL	12	\$ 15.60	\$ 1.30
Darigold Milk	14oz PL 1/12	12	\$ 20.00	\$ 1.67
Hog Wash	10oz	12	\$ 10.00	\$ 0.83
COFFEE				
Brand	Package	Pack	2024 PRICE	Unit Cost
Nitro Starbucks	9.6oz CN 1/12	12	\$ 28.00	\$ 2.33
Starbucks Frapp	13.7oz 1/12pk NR	12	\$ 28.00	\$ 2.33
Starbucks Energy	15oz 12pk CN	12	\$ 28.00	\$ 2.33
WATER				
Brand	Package	Pack	2024 PRICE	Unit Cost
Aquafina	1 ltr	15	\$ 14.20	\$ 0.95
Aquafina	20 oz 24pk	24	\$ 15.00	\$ 0.63
Crystal Cascade	20oz	24	\$ 14.00	\$ 0.58
Life Wtr	700ml	12	\$ 13.00	\$ 1.08
ENERGY				
Brand	Package	Pack	2024 PRICE	Unit Cost
AMP Energy	16oz 12pk	12	\$ 17.00	\$ 1.42
Rockstar Energy	16oz 12pk	12	\$ 17.00	\$ 1.42
Celsius	12oz 12pk	12	\$ 17.00	\$ 1.42
SPORTS				
Brand	Package	Pack	2024 PRICE	Unit Cost
Gatorade Gatorlyte	20oz PL 1/12	12	\$ 20.00	\$ 1.67
Propel	20oz PL 1/12	12	\$ 16.00	\$ 1.33
Gatorade	20oz 24ct	24	\$ 20.00	\$ 0.83
Gatorade	24oz 24pk	24	\$ 38.00	\$ 1.58
Gatorade	28oz 15ct	15	\$ 22.00	\$ 1.47
Muscle Milk	14oz	12	\$ 32.30	\$ 2.69
Muscle Milk Pro Series	14oz	12	\$ 32.30	\$ 2.69
FOUNTAIN				
Brand	Package	Pack	2024 PRICE	Unit Cost
3 GAL	3 GAL	1	\$ 57.49	\$ 57.49
5 GAL	5 GAL	1	\$ 91.80	\$ 91.80
OTHER				
Brand	Package	Pack	2024 PRICE	Unit Cost
CO2 20LB	20LB TANK	1	\$ 35.00	\$ 35.00
16OZ CUPS	16oz	1200	\$ 68.00	\$ 0.06
22OZ CUPS	22oz	1200	\$ 69.00	\$ 0.06
32OZ CUPS	32oz	480	\$ 59.00	\$ 0.12
32OZ LIDS	32oz	960	\$ 44.00	\$ 0.05
16/22oz LIDS	16/22 oz	2400	\$ 54.00	\$ 0.02

Exhibit C

Regional Athletic Complex Beverage Service Proposal

1) Direct Benefit to the City:

The minimum length of the contract will be three years with a \$4,500 Signing Bonus. The value to the city for a 5-year contract will be an additional \$5,000 for the last two years of the contract. This \$4,500 will be given to the city within 30 days of the acceptance of this proposal in a check and the remaining \$5,000 for years four and five will be presented January 2027.

L&E Bottling Co. has previously serviced the RAC and therefore we are prepared to start service immediately. Pricing for Bottle, Can and Fountain is attached on Page 4. Coffee and hot cocoa pricing is attached on Page 5. The anticipated price change in 2025, 2026, and 2027 will be 4%. Prices will go into effect Jan 1 of the upcoming year and will be provided in writing in advance.

There will be zero foreseeable cost or disruption to the city.

L&E Offers \$.50 a case on all Bottle & Can packages sold for a 3-year contract and \$1.00 a case for a 5-year contract excluding 16.9oz water packages and 12oz CSD packages. L&E Offers \$1.00 per gallon on all Fountain Sold. Rebates on Cases sold in 3 years would be an estimated \$5,250. The estimated value under a 5-year term would be \$15,000 in rebates. Rebates are paid to the City of Lacey Annually based upon being the exclusive Beverage Provider to the Park and Concessionaire.

We operate a printing shop and would be willing to budget an equivalent of \$300 in signage produced by L&E Bottling per year. This budget would also include any event advertising that Lacey Parks would request. This will include menu boards, custom banners, or any other mutually agreed upon Marketing Program. We can make in-kind donations of soft drinks to specific events within \$300 per year. The above promotional budget should more than cover signage for the city and concessionaire. Any permanent or lighted signage will have to be measured and quoted to give an accurate estimate of cost. A review of the service provided can be performed whenever needed

Below is a Summary of the total estimated value to the city for a 5-year contract.

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Total
Signing Bonus	\$4,500	0	0	\$2,500	\$2,500	\$9,500
Bottle & Can Rebate Estimate	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
Fountain Rebate Estimate	\$500	\$500	\$500	\$500	\$500	\$2,500
Signage Budget (Marketing)	\$300	\$300	\$300	\$300	\$300	\$1,500
Product Donations	\$300	\$300	\$300	\$300	\$300	\$1,500
Total Estimated	\$8,100	\$3,600	\$3,600	\$6,100	\$6,100	\$27,500

Below is a Summary of the total estimated value to the city of a 3-year contract.

	YEAR 1	YEAR 2	YEAR 3	Total
Signing Bonus	\$4,500	0	0	\$4,500
Bottle & Can Rebate Estimate	\$1,250	\$1,250	\$1,250	\$3,750
Fountain Rebate Estimate	\$500	\$500	\$500	\$1,500
Signage Budget (Marketing)	\$300	\$300	\$300	\$900
Product Donations	\$300	\$300	\$300	\$900
Total Estimated	\$6,850	\$2,350	\$2,350	\$11,550

2) Indirect City Benefit via contract concessionaire:

- 1 Six selection fountain machine with support equipment
- 1 Two door cooler
- 1 One door cooler
- 2 Menu Boards
- 2 Ice barrels
- 2 Ice Machines

As the business grows, we will provide the equipment needed to support the higher volume of products flowing through the concession stand. We also offer commercial coffee equipment, hot chocolate machines, beverage vending Slushy machines and snack vending equipment. L&E will be able to adapt to most requests because we currently partner with similar operations throughout the area. There are no rental or lease fees associated with equipment used exclusively for products purchased directly from L&E Bottling. The maintenance of the equipment will be handled by our in-house service technicians. There will be no service fees associated with maintenance or repairs. Currently we perform a major pre and post season service of the equipment. Otherwise, the service is performed as needed.

Product quantity breaks will start at 10 cases for 12oz CSD Cans and full pallet buys for 16.9oz case pack Aquafina water. All other products are sold at everyday low prices with a delivery minimum of 10 cases. Standard deliveries will occur weekly, and any emergency or extra orders will be accommodated during normal business hours Monday through Saturday.

Our locally owned and operated business is located in Olympia at the Mottman industrial park. The majority of the products we sell are also produced in Tumwater at Pacific Northwest Beverages. We would be happy to invite anyone over to tour our production and storage facilities.

Recyclable beverage containers are readily available. L&E does not currently sell utensils outside of straws but with a commitment and or better understanding of the volume potential that service can be provided. L&E will provide recycling bins within reason for the facility.

3) Supplemental Information:

As mentioned above L&E Bottling Co provides full-line vending services. This would ensure that there are snacks and beverages available at all times to people at the RAC. The commission from these vending sales would drive more revenue to the City of Lacey. Coffee and bulk water (5-gallon jugs) are another service L&E can provide if needed. Combining all

these services through a single local vender will help the concession portion of the RAC operate smoothly and create a single contact for all concession services. All Coffee and Vending equipment is Lease Free with no charges on Repairs or maintenance.

- L&E Bottling Co., INC will be able to provide all services described above. We are family owned and operated business that has serviced the community for 75 years. All commitments made above are well within our standard operations and will be completed.
- Within the current structure of the agreement there will not be additional costs to the city.
- All invoices are Net 30.

Grant Charneski Vice President L&E Bottling

**City of Lacey
Request for Proposal**

**Beverage Services
Regional Athletic Complex and Rainier Vista Community Park
Lacey Parks, Culture and Recreation Department**

The City of Lacey Parks, Culture and Recreation Department seeks an experienced beverage service company or organization to provide non-alcoholic beverage service at the Regional Athletic Complex (RAC) located at 8345 Steilacoom Rd SE, Lacey, WA and Rainier Vista (RV) 5475 45th Ave SE, Lacey WA

“Beverage Service” includes but is not limited to the supply of soft drinks, sport drinks, dispensing supplies and equipment, and support services, i.e. delivery and maintenance.

The concession stands two (2) must be served in a professional manner providing moderately priced fresh beverages. The Regional Athletic Complex beverage service provider will also offer services for tournaments and special events held at the complex.

Proposals must be received at the address below no later than Tuesday, November 17th, by 2:00 p.m. No postmarks will be accepted.

The City of Lacey assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Lacey’s policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Applicants will not be discriminated against on the grounds of race, color, national origin, sex, or any other protected class under Federal or State law.

All questions relating to this RFP should be addressed by email to sfalalsh@ci.lacey.wa.us no later than 2:00 p.m. on Friday November 10, 2023. All answers to questions, which in the opinion of the City warrant a written reply or RFP addendum, will be furnished to all parties receiving this RFP. The City will not respond to questions received after the deadline listed on the estimated schedule.

Sue Falash
Email: sfalash@ci.lacey.wa.us
Lacey Parks, Culture and Recreation
420 College Street SE, Lacey WA 98503

GENERAL INFORMATION

The RAC is a 68 acre Regional Athletic Complex. The complex supports six (6) soccer fields, one of which has a synthetic surface and lights; five (5) baseball/softball fields with synthetic infields and

City of Lacey – PARKS Agreement for Services

lights; and between the two athletic areas is a full service multi-purpose community park. The facility is heavily used by sports tournaments, but also by many large festivals and events. The RAC attracts more annual visitors than any of Lacey's other parks, well over one million people per year.

Two (2) concession stands are located within the complex. A full service concession (approx. 412 sq. ft. plus small storage area) is in the plaza area of the baseball/softball complex, while a smaller stand (approx. 170 sq. ft.) services the six soccer fields. The softball complex is expected to operate April through October. The soccer fields are available March through November, with the exception of the synthetic surfaced field which is open all year. The park is expected to be operational seven (7) days per week during the specified time frames.

SCOPE OF WORK

The contractor will provide quality beverage services for park visitors, participants, officials, spectators, and the general public.

The contractor will keep the vending machines stocked for the employees and general public.

The contractor may not use the facility for functions / activities other than for beverage service without prior written approval of the City of Lacey

Payment for beverage services: The concessionaire, not the City, shall be responsible and pay for the procurement of beverages, supplies, equipment related delivery and maintenance services. On-site storage space for beverages and supplies is limited.

Exclusive Contract: The beverage contract will be an exclusive contract authorized by the City of Lacey for these complexes and vending machines only. The contractor shall provide the City with the price structure for beverages made available to the concessionaire. Types or categories of beverages (i.e. coffee, tea, fruit drink, etc.) not provided under the Beverage Service contract with the City may be used by the concessionaire or City approved vendors.

Contractor shall demonstrate its ability to support the RAC concession stands with adequate and easily accessible "off-site" storage or production facilities. The off site storage or production facility shall be identified and address provided to the City prior to executing the contract.

Term of Contract and Beverage Service Days and Hours: The term of this contract shall be three (3) years unless earlier by the City pursuant to the terms herein. It is contemplated that the RAC concession stands will be in operation year-round with minimum hours of operation to be as follows:

Monday through Friday, 5:00 p.m. to 10:00 p.m.

Saturday and Sunday, 8:00 a.m. to 10:30 p.m.

Days and time may be adjusted by mutual consent of the concessionaire and the City of Lacey. The contractor shall be notified of such modification.

Vendors: Vendors who do not compete with this contract by selling like products will be reviewed and approved by the City of Lacey. All fees associated with the non-competitive vendors will be revenue to the City.

Catering: The contractor will provide beverage services for any games, tournaments, and events held at the RAC. The contractor may not use RAC facilities to supply events not associated with or approved by the City. Services to non-concession activities at the RAC are subject to the City profit provisions as though offered from the concession stands.

Sanitation and Cleanliness: The contractor shall at all times maintain compliance with all applicable federal, state and local laws, ordinances and administrative regulations concerning beverage preparation, storage, advertising, purity, quality, service and premises sanitation. The contractor shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. Contractor shall maintain the highest standards of cleanliness through such actions as regular cleaning of equipment. The City reserves the right to conduct random inspections.

Management: Award of this contract is based on the City's understanding that the contractor will assure competent professional, management of beverage services, supplies and associated maintenance at all times.

Compliance with Federal, State and Local Regulations: The contractor shall comply with all federal, state and local regulations, including but not limited to wages, taxes, social security, worker's compensation, non-discrimination, licenses, registration and safety requirements. Failure or neglect on the part of the contractor to comply with any or all such regulations shall not relieve the contractor of these obligations, nor of the requirements of this contract.

Promotions: The City must authorize the use of the RAC logo, name or association with any advertising related to the Regional Athletic Complex.

Hiring and Employment: The beverage service contractor shall not discriminate against any group of persons or participant associated with the RAC. The operator must comply with all of the rules, regulations, statutes, etc., related to fair hiring and employment practices.

TIMELINE

- Service provider will need to begin work January 6, 2024 and commit to a three year contract.

PROPOSAL FORMAT

Service providers are asked to express their interest in this work by offering a proposal which demonstrates their ability and capacity to provide the services described.

- 1) **Number of Copies and Due Date:** Interested applicants shall email their proposal to sfalash@ci.lacey.wa us. no later than 2:00 p.m. on Friday, November 17th, 2021.
- 2) **Format:** Each proposal will be limited to no more than 10 pages including the cover and cover letter. A printed side constitutes one page. Printed means any printing of any kind except for the phrase "this page intentionally left blank". Pages must be 8.5" X 11" paper.

Cover Letter: A cover letter, which will be included in the 10 page count, should establish the service provider's interest in this contract and may not exceed one page. The letter must be signed by an individual capable of committing the resources of the proposing company.

PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Proposers must submit the designated written information to the City as outlined and in the sequence provided by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this proposal process or outside this proposal process.

Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal shall include, at a minimum, the following items:

- A. A written statement of **recent** experience of the Proposer in a similar beverage service operation. The formal proposal must include information on similar operations that the Proposer believes are sufficient qualifications for servicing the Regional Athletic Complex Concession Stands.
- B. A written explanation and / or description of the following items:

Items to be addressed in the following order

1) Direct City benefit:

- minimum length of contract _____
- value to the City of extended contracts: duration _____ value _____
- availability to begin service: immediately _____ or proposed date _____
- attach a list of proposed products with current pricing; plus
 - anticipated price change in 2024 _____ %
 - anticipated price change in 2025 _____ %
- written notice of price changes or product availability
- list all costs to be incurred by the City associated with this contract:
 - identify and explain
- revenue to the City based on 800,000 visitors / participants annually at the complex:
 - minimum proposed contract value \$ _____
 - list return to the City per case sold and quantity breaks (i.e. soft drinks, water; sport drinks)
- event advertising or sponsorship
 - budget amount \$ _____

- in-kind (explain)
- signage for the City and / or concessionaire
- audit review, the availability of records for product delivery, supplies and maintenance

2) Indirect City benefit via contract concessionaire:

- equipment available to the vendor
- lease / rental cost of each item
- cost of maintenance for equipment used
- cost of repairs for equipment used (i.e. service charges)
- frequency of “routine” maintenance
- product quantity breaks
- product / supplies delivered to the concessionaire
 - frequency
 - emergency response for product request (address time and associated fees)
- location of company storage facility from which supplies are delivered
- provisions for recyclable containers, utensils and recycle bins

3) Supplemental information

- brief outline or list of any service, product or attribute you would like the City to consider

- C. Written statement that the Proposer will be able to meet requirements for the concession stand startup.
- D. Proposer shall identify any potential City costs involved in this project.
- E. Proposed method and timing of payment to the City for product sales.

PROPOSAL SELECTION AND EVALUATION CRITERIA

Selection Process

1. A RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements of the RFP. Each staff member on the evaluation panel will rate the criteria on a scale from 1 to 5 (Poor, Below Average, Average, Above Average, and Excellent), and scores will be added to help determine the most qualified service provider.

Personal interviews may be conducted following panel review of submitted proposals. Finalists may be asked to prepare food or a meal for the review panel. Finalists asked to prepare samples or

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meals will be recompensed. The City will negotiate a final agreement with the successful Proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur.

The successful Proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

Evaluation Criteria

Proposals will be evaluated based on the criteria shown below with weighting factors as summarized in the following table. If interviews are held, the top ranked Proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

ITEMS OF CRITERIA LISTED BELOW ARE WEIGHTED AS INDICATED.

(The weighting factor is up to the percentage or percentage of numerical points.)

- A. Prior experience of the Proposer in operating similar beverage contracts **(40%)**.
- B. Proposer's City's direct and indirect benefits **(25%)**.
- C. Proposer's Menu selection and pricing structure **(25%)**.
- D. Proposer's ability to meet anticipated startup date **(10%)**.

NOTE: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.

INTENDED SELECTION SCHEDULE

RFP Document Published and Distributed	November 3, 2023
RFP Closing Time and Date	2:00 p.m. - November 17, 2023
Award Decision	November 24, 2023
Anticipated Notice to Proceed Issued	December 15, 2023

EQUAL OPPORTUNITY

The City of Lacey is an equal opportunity employer. The city does not discriminate against any employee or contractor, or applicant for employment or contracting, on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment or contracting because of handicap shall not apply if

the particular disability prevents the proper performance of the particular worker or contractor involved.

Such nondiscrimination practice includes, but is not limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The city shall take such action as may be required to ensure full compliance with Chapter 49.60 of the Revised Code of Washington: Law Against Discrimination.

REASONABLE ACCOMMODATIONS

The City of Lacey offers reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3214 to discuss any necessary accommodations. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

VETERAN-OWNED BUSINESS ENTERPRISE

The City of Lacey strongly encourages participation of veteran-owned businesses enterprises.

MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

The City of Lacey strongly encourages participation of minority- and women-owned business enterprises.

TERMS AND CONDITIONS

The City reserves the right to reject any and all submissions; to negotiate with any respondent to this Request for Statements of Qualifications; to extend the submission deadline; to amend the terms of this Request for Statements of Qualifications through circulation of addenda; or to cancel this Request for Statements of Qualifications in part or in entirety. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent.

PUBLIC INFORMATION

All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon receipt by the city and will be available for review upon request. The City will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City. If the City receives a public disclosure request for records that the proposer has marked "proprietary information", the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with notice of that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

REGIONAL ATHLETIC COMPLEX CONCESSIONS AGREEMENT

This Agreement made and entered into this 5th day of December, 2023, by and between the City of Lacey, a municipal corporation, hereinafter referred to as the “City” and Game Time Concessions, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the City has constructed a Regional Athletic Complex (RAC) and desires to award an exclusive franchise to operate the two concession stands located within said complex and

WHEREAS, Contractor has the experience and personnel necessary to provide quality products and services at such stands,

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. A. The City grants unto Contractor the exclusive right to operate the two concession stands located at the Regional Athletic Complex at 8345 Steilacoom Rd. SE, Lacey, Washington for a period of 3 years commencing January 1, 2024 and continuing through December 31, 2026. Said grant is subject to the terms and conditions set forth in Sections 1-4 of the certain document entitled Request for Proposal The Regional Athletic Complex Contract Concessions Stand Services, included in Exhibit A.
2. Contractor shall:
 - A. Operate the concession stands at both locations within the Regional Athletic Complex for a period of 3 years in the manner and subject to the conditions set forth in Exhibit A, attached hereto.
 - B. Pay to the City a minimum monthly lease of:
 - a) First year \$2,500/month rent (February- November)
 - b) Second year \$2,650/month rent (February- November)
 - c) Third year \$2,800/month rent (February- November).Said minimum monthly lease amounts shall be payable only for the months of February- November of each calendar year.
 - C. Refrain from the sale of any beverages obtained from a source other than L & E Bottling Co., Inc. of the type or nature supplied by L & E through its exclusive beverage supply contract between it and the City. Contractor shall have the right to sell beverages which do not conflict either in type or nature with those supplied by L & E Bottling Co., Inc., such as ice cream shakes.
 - D. Contractor may, at its discretion, provide catering services for any games, tournaments or other events held at the Regional Athletic Complex. Contractor shall be subject to the restrictions on beverage sales set forth in Subsection 2C.

3. Contractor shall defend, save and hold harmless the City, the City's officers, agents and employees, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Concession Stand Services Agreement. Further, Contractor shall provide evidence satisfactory to the City of coverage by commercial general or comprehensive general liability insurance of not less than \$2,000,000.00 combined single limits and obtains an endorsement naming the City of Lacey, its officers, employees, and agents as additional insured under each such policy.
4. The books and records of Contractor as the same relate solely to the operation of Contractor within the Regional Athletic Complex, including an accurate record of gross sales from such location pursuant to this Agreement shall be made available to the City for inspection and audit upon receiving reasonable notice from the City of such request.

DATED the day and date first above written.

CITY OF LACEY

GAME TIME CONCESSIONS

By: _____
Jennifer Burbidge
Director Parks Culture and Recreation

By: _____
Reed Harroun

By: _____
Amy Harroun

APPROVED AS TO FORM:

By :

City Attorney

EXHIBIT A



CITY OF LACEY

REGIONAL ATHLETIC COMPLEX CONCESSIONS

Contact:

Sue Falash

City of Lacey

Parks, Culture & Recreation Dept.

sfalash@ci.lacey.wa.us

(360) 491-0857

**CITY OF LACEY
PARKS, CULTURE & RECREATION DEPARTMENT**

**REQUEST for PROPOSAL
THE REGIONAL ATHLETIC COMPLEX
CONTRACT CONCESSION STAND SERVICES**

Section 1: INTRODUCTION

The City of Lacey Parks, Culture & Recreation Department seeks an experienced operator to provide concession stand services at the Regional Athletic Complex (RAC). The concession stands (two) must be operated in a professional manner providing moderately priced fresh food and beverages.

The Regional Athletic Complex concession stand operator may also offer catering services for tournaments and special events held at the complex. Address of the complex: 8345 Steilacoom Rd SE.

Section 2: BACKGROUND

The RAC is a 68 acre Regional Athletic Complex. The complex supports six (6) soccer fields, one of which has a synthetic surface and lights; five (5) baseball/softball fields with synthetic infields and lights; and between the two athletic areas is a full service multi-purpose community park. The facility is heavily used by sports tournaments, but also by many large festivals and events. The RAC attracts more annual visitors than any of Lacey's other parks, well over one million people per year.

Two (2) concession stands are located within the complex. A full service concession (approx. 412 sq. ft. plus small storage area) is in the plaza area of the softball complex, while a smaller stand (approx. 170 sq. ft.) services the six soccer fields. The softball complex is expected to operate year round. The soccer fields are available March through November, with the exception of the synthetic surfaced field which is open all year. The park is expected to be operational seven (7) days per week.

Section 3. SCOPE OF SERVICES

Scope of Operations: The contractor will provide quality concession service for park visitors. Those guests will consist of league and tournament participants, officials, spectators, and the general public. Food and beverages shall include a wide variety of hot and cold items. The contractor may not use the facility for functions / activities other than for food service without prior written approval of the City.

Food Storage, Preparation, and Service: The contractor shall be responsible for the procurement, preparation and service of all food and beverages. The contractor shall procure and pay for all food, food supplies, service supplies, and related products used at the site. All foods prepared off site shall only be prepared at a certified USDA-inspected facility. On-site storage space for food, beverages, and supplies is limited.

Beverages will be available through an exclusive contract procured by the City of Lacey and must be utilized at this site. Beverages not provided under the City's contract may be used by the contractor.

Contractor shall demonstrate their ability to support the RAC Concession Stand with adequate and easily accessible "off-site" storage or contract supplier. The support facility or supplier shall be identified and address provided to the City prior to executing the contract.

Term of Contract and Food Service Days and Hours: The term of this contract shall be three (3) years unless earlier terminated by the City pursuant to the terms herein. Unless otherwise agreed between the parties, the operation shall be year round in the softball complex and March-November in the soccer concessions with minimum hours of operation to be as follows:

Monday through Friday, 5:00 p.m. to 10:00 p.m. (Softball complex when games are being played)

Saturday and Sunday, 7:30 a.m. to 11:00 p.m. (Softball complex times dependent on tournament schedules. Soccer complex weekends when games are being played.)

Days and time may be adjusted by mutual consent and must be in writing.

Minimum terms of rent:

First year	\$2,500/month rent (February- November)
Second year	\$2,650/month rent (February- November)
Third year	\$2,800/month rent (February- November)

The contractor shall not operate on any day the RAC is not open to the public.

Other Vendors: Vendors who do not compete with the contract concessionaire by selling like products will be reviewed and may be approved by the City of Lacey. Any fees associated with the non-competitive vendors will be revenue to the City.

Catering: The contractor may, at its discretion, provide catering services for any games, tournaments, and events held at the RAC. The contractor may not use RAC facilities to cater events not held at the RAC or events not associated with or approved by the City. Catered activities at the RAC are subject to the percentage of sales and beverage provider as though offered from the concession stands.

Sanitation and Cleanliness: The contractor shall at all times maintain compliance with all applicable federal, state and local laws, ordinances and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service and premises sanitation. The contractor shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. Contractor shall maintain the highest standards of cleanliness through such actions as regularly cleaning tables, windows, food preparation counters, floors/carpets; and regularly removing and disposing of all garbage collected in the food service area. The contractor shall also regularly clean refrigerators and freezers, hoods and filters, and concession stand interior.

Menu and Pricing: The contractor shall post its menu and price structure for food and beverages available for all customers.

Management: Award of this contract is based on the City's understanding that the contractor will assure competent professional, on-site management of the food service facility and personnel at all times. The contractor shall provide the City a written description of the qualifications, certifications and work hours of all on-site personnel.

Management Structure/Philosophy: The contractor shall provide a written manual describing their existing and/or proposed management structure, operational philosophy and "code of conduct". The description shall identify on-site personnel, supervisory and support staff, and the overall management structure of the business. The operating philosophy shall include items such as staff qualifications, training, customer service, and methods of communication with the City. Each employee is to sign a statement that they have read the manual and will abide by the contents. The contractor is to keep on file the signed statements.

Compliance with Federal, State and Local Regulations: The contractor shall comply with all federal, state and local regulations, including but not limited to wages, taxes, social security, worker's compensation, non-discrimination, licenses, registration and safety requirements. Failure or neglect on the part of the contractor to comply with any or all such regulations shall not relieve the contractor of these obligations, nor of the requirements of this contract.

Use of Area: The contractor shall make no unlawful or offensive use of the concessions area and will maintain and preserve the area in as good order and condition, reasonable wear and tear expected, as when the contract was signed.

Utilities: The City of Lacey shall be responsible for all utilities.

Hiring and Employment: The operator shall not, in the operation of the RAC concession stands, discriminate against any group of persons. The operator must comply with all of the rules, regulations, statutes, etc., related to fair hiring and employment practices.

Section 4: INFORMATION AND INSTRUCTIONS TO PROPOSER

- 4.1 **Submission of Proposal.** Proposals must be received by **2 p.m. Tues., November 17, 2023.** Please email to proposal to sfalash@ci.lacey.wa.us **"REGIONAL ATHLETIC COMPLEX CONCESSION STAND OPERATION"**. The original proposal copy shall be signed by a representative of the Proposer who is authorized to sign for and contractually bind the Proposer.
- 4.2 **Response Date.** In order to be considered for selection, proposals must arrive at the City in the manner and on or before the date and time specified in the RFP advertisement. Proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the Proposer. Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

- 4.3 **No Warranty.** All facts and opinions stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.
- 4.4 **Right to Modify Process.** The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to insure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.
- 4.5 **Addenda.** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date. Receipt of addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.
- 4.6 **Accept or Reject Proposals.** The City reserve the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.
- 4.7 **Additional Information.** The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.
- 4.8 **Public Information.**
All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon receipt by the City and will be available for review upon request. The City will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City. If the City receives a public disclosure request for records that the proposer has marked "proprietary information", the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with notice of that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.
- .
- 4.9 **Equal Opportunity**

The City of Lacey is an equal opportunity employer. The city does not discriminate against any employee or contractor, or applicant for employment or contracting, on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment or contracting because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker or contractor involved.

Such nondiscrimination practice includes, but is not limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The city shall take such action as may be required to ensure full compliance with Chapter 49.60 of the Revised Code of Washington: Law Against Discrimination.

4.10 REASONABLE ACCOMMODATIONS

The City of Lacey offers reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3214 to discuss any necessary accommodations. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

4.11 VETERAN-OWNED BUSINESS ENTERPRISE

The City of Lacey strongly encourages participation of veteran-owned businesses enterprises.

4.12 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

The City of Lacey strongly encourages participation of minority- and women-owned business enterprises.

4.13 Qualification Requirements. Each responsible Proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.

4.14 Pre-Proposal Interpretation and Addenda of Contract Documents Any clarification or interpretation of the bid documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.

4.15 Execution of the Proposal. The proposal shall be executed in the name of the Proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held:

- A. If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

- B. If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.
- C. If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.
- D. The address of the Proposer shall be typed or printed on the Proposer's cover letter.

4.16 **Withdrawal of Proposal.** A Proposer may withdraw their proposal, by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, delivered to the City prior to 5 p. m. on the final submittal date.

4.17 **Rights of City to Award or Reject Proposals.** The RFP does not commit the City to award or enter into a food service license. The City reserves the right to:

- A. Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- B. To negotiate with any Proposer.
- C. Accept a proposal and subsequent offers for food service contractor from other than the lowest cost Proposer.
- D. In determining the most responsive Proposer(s), the City reserves the right to take into consideration any or all information supplied by the Proposer in his/her proposal and the City investigation into the experience of the Proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.
- E. If Proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.
- F. Any food service contract arising from this RFP will be negotiated with the successful Proposer. The successful Proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a "Notice to Proceed".
- G. Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.
- H. The City reserve the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer.

4.18 **Business License.** The successful contractor, prior to commencing operations, shall obtain a City of Lacey Business License.

4.19 **Economy of Proposal Preparation.** Proposals should be prepared simply and economically, by providing straightforward and concise descriptions of Proposer

capabilities related to specified elements, units or services. Proposals should not include any information not specifically identified or specified as a required response or attachment.

- 4.20 **Acceptance of Proposal Content.** The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a contract may result in cancellation of the award.
- 4.21 **Non-Assignment.** If a food service contract is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the food service contract may be granted based on the sole determination of the City.
- 4.22 **Notice of Intent to Award.** All responsive and evaluated respondents to the formal RFP will be notified of the City's intent to award a food service contract.

4.23 **Anticipated RFP Process Events Calendar:**

<u>EVENT</u>	<u>DATE</u>
RFP Document Published and Distributed	November 3, 2023
RFP Closing Time and Date	2:00 p.m. - November 17, 2023
Award Decision	November 24, 2023
Anticipated Notice to Proceed Issued	December 15, 2023

- 4.24 **Liability and Insurance.** The successful Proposer must submit proof of liability insurance with the limits not less than the stated requirements. The successful Proposer shall defend, save, and hold harmless the City, the City's officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the successful Proposer or its subcontractors, agents or employees under this food service contract. Such proposer shall provide evidence satisfactory to the City of Lacey of coverage by Commercial General or Comprehensive General liability insurance of not less than \$2,000,000 combined single limits, and obtain an endorsement naming the City of Lacey, its officers, employees, and agents as additional insured under each such policy.
- 4.25 **Laws of the State of Washington.** By submitting a proposal in response to this RFP, Proposer agrees that, any terms and conditions stated within any food service contract that is awarded as a result of this solicitation shall require:
- A. The proposer to comply with all food service laws of the State of Washington.
 - B. Be governed by the laws of the State of Washington without regard to conflict of laws principles.

- 4.26 **Incurred Costs.** Neither the City, nor its officers, agents nor employees are liable for any cost incurred by Proposer prior to issuance of a food service contract. All prospective Proposers who respond to this RFP do so solely at the Proposer's cost and expense.
- 4.27 **Proposer's Responsibilities.** Successful Proposer shall comply with all federal, state, and local laws and ordinances applicable to the work under this food service contract.
- 4.28 **Disposition of Proposals.** All materials submitted in response to the RFP, including samples, shall become the property of the City upon delivery.
- 4.29 **Termination:**
- A. **Termination for Convenience:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interests. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least forty-five (45) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. Such notice must be issued by the Director of Parks and Recreation or their designee. After receipt of a notice of termination, except as otherwise directed in writing by the City, the contractor shall stop work on the date specified in the notice and settle all outstanding liabilities to, and claims by, the City and such suppliers that were used in the performance of this license.
 - B. **Termination for Default:** The City shall have the right to terminate the contract at any time the City determines that the contractor has failed to satisfactorily perform the services required, as solely determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City will give the contractor at least fifteen (15) days' written notice before the termination takes effect. During the fifteen day period, the contractor must negotiate an acceptable written "plan to cure" with the City and cure the unsatisfactory performance as agreed in the cure plan. Failure to cure the unsatisfactory performance during the fifteen day period, as solely determined by the City, will result in contract termination for failure to provide satisfactory performance.
 - C. **Termination for Willful Failure or Refusal or for Emergencies:** The performance of work under the contract may be terminated immediately for any willful failure or refusal by the successful proposer to perform according to the terms of the Food Service Contract or if the City determines that an emergency exists.

Section 5: PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Proposers must submit the designated written information to the City as outlined and in the sequence provided by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process.

Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal shall include, at a minimum, the following items:

- A. Submit a written statement of **recent** experience of Proposer in a similar concessions operation. Proposal must include information on similar operations that Proposer has operated and believes are sufficient qualifications for operating the Regional Athletic Complex Concession Stands.
- B. A written explanation and description of the following items:
 - 1. Methodology and use of a "Constructive Communication Plan".
 - 2. Organizational structure and chain-of-command.
 - 3. Employee and customer safety and hazard control to include hazard prevention, elimination, investigation and reporting, documentation, communication, etc.
 - 4. Employee training (i.e., food handling, customer service, etc.) Employee recruitment.
 - 5. Operational goals.
 - 6. Sanitation/Cleanliness procedures.
 - 7. Schedule of all concessionaire-provided equipment including make, model, fuel source, age, etc.
 - 8. Ability to support special events, private parties, and national sport tournaments.
 - 9. Describe your record keeping procedures you would use at the RAC.
- C. Submit a sample menu, pricing structure, portion sizes, brands, etc.
- D. Describe, in writing, the ability of Proposer to meet requirements for concession stand startup.
- E. A completed Business Plan Questionnaire.
- F. Proposer shall identify any potential City costs involved in this project.

Section 6: PROPOSAL SELECTION AND EVALUATION CRITERIA

6.1 Selection Process

A RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements of the RFP. Each staff member on the evaluation panel will rate the

criteria on a scale from 1 to 5 (Poor, Below Average, Average, Above Average, and Excellent), and scores will be added to help determine the most qualified service provider.

Personal interviews may be conducted following panel review of submitted proposals. Finalists may be asked to prepare food or a meal for the review panel. Finalists asked to prepare samples or meals will be recompensed. The City will negotiate a final agreement with the successful Proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur.

The successful Proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

6.2 Evaluation Criteria

Proposals will be evaluated based on the criteria shown below with weighting factors as summarized in the following table. If interviews are held, the top ranked Proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

ITEMS OF CRITERIA LISTED BELOW ARE WEIGHTED AS INDICATED.

(The weighting factor is up to the percentage or percentage of numerical points.)

- A. Prior experience of the Proposer in operating similar concession operations **(40%)**.
- B. Proposer's business plan questionnaire **(25%)**.
- C. Proposer's Menu selection and pricing structure **(25%)**.
- D. Proposer's ability to meet anticipated startup date **(10%)**.

NOTE: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.

BUSINESS PLAN QUESTIONNAIRE

(Please answer as thoroughly as possible. Please use additional pages if necessary)

1. Describe the advertisement, signage, banner and promotional aspects of the concession stand operation.
2. Is there an overall theme to the concession stand operations?
3. What methods of creativity, promotion, and incentives would you offer to support bringing local, state, regional, and national youth and adult tournaments and events to the RAC?
4. Describe a "typical" tournament day. Include staffing, advertising, potential food and beverage specials, and in general, support to the tournament operations.
5. Are there additional furnishings which would enhance existing concession stand operations?
6. What are your qualifications and capabilities for catering and providing food and beverage services to small and large groups?
7. Please list the applicable licenses and permits you currently hold that pertain to operating the Regional Athletic Complex concession stands.
8. Is there anything else we need to know about your business which will assist us in determining the best fit for our needs?

Operating Proposal

Regional Athletic Complex Concession Stand Operation

GameTime Concessions, LLC

GameTime Concessions, LLC
Reed and Amy Harroun
Address: 7524 Littlerock Rd SW Olympia, WA 98512
Phone: 360-870-2153 (Reed) 360-790-6445 (Amy)
Email: gtconcessionsllc@gmail.com

Executive Summary

GameTime Concessions, LLC will provide top-quality, reasonably priced, and professional concessions services for the Regional Athletic Complex. They are experienced with large crowds and deliver a pleasant experience for all their customers.

Experience

The owners of GameTime Concessions, LLC, Reed Harroun and Amy Harroun, have been successful business owners in Thurston County for many years. The Harrouns currently own and operate 1 Mission Tortilla route and previously owned, operated and managed 2 Mission routes successfully. Each market is different and there are a number of variables to consider when managing the routes, merchandise and employees. As owners, they are responsible for managing all aspects of their enterprise: employees, equipment, and all expenses associated with running this type of business for almost 6 years.

The Harrouns also currently own and operate 3 Kona Ice food trucks in Thurston, Pacific, and Grays Harbor Counties, under the business name, Oly Ice, LLC dba, Kona Ice of Olympia. In addition to normal sales routes and events, Oly Ice partners up with local schools and charities to offer fun and creative ways to raise funds. Oly Ice has also made inroads into other large events. In addition to their other business experience, this large-event experience will help them create a successful community concession stand at the Regional Athletic Complex.

The Harrouns believe that offering a quality product, with great service in a clean and healthy environment, is the key to success. The Harrouns' experience with and approach to food service is a great match for the Regional Athletic Complex.

Constructive Communication plan

The Harrouns' communication plan enables them to effectively receive and deliver information to their business partners. Those partners consist of, but are not limited to, The City of Lacey, their employees, their vendors, and their customers at the park. All of their business partners will have open access to Reed and Amy Harroun via telephone, text, and email. During operational hours there will be a designated Person In Charge (PIC) that will handle day-to-day

communication needs. Due to the criticality of the relationships, contact with the City of Lacey and the Harrouns' vendors, will be a management responsibility. Should there be an emergency situation, GameTime Concessions' employees will have access to the Harrouns' schedule in addition to their contact details.

Organizational Structure

The organizational structure of GameTime Concessions LLC is:

Owner/Managers – Reed and Amy Harroun

Shift supervisor – one full-time, one part-time

Staff – two full-time, additional part-time staff during busy season

Safety

Safety of their customers and employees is a primary concern for the Harrouns. The employees of GameTime Concessions, LLC, will all be trained in hazard control and accident prevention. They have clearly stated guidelines on how to prevent accidents and maintain a safe and contamination-free environment. None of their equipment is accessible to the general public to avoid risk of injury. The employees are trained in proper food handling techniques. Any hazardous materials are stored away from food supplies and potential customer access. If there are any accidents with employees, they are instructed on the timely and proper way to report injuries. If there are any injuries to the public outside of the concession, staff employees will report this to the City of Lacey, as appropriate.

Training and Recruitment

The Harrouns take training of staff very seriously. Proper training is crucial for maintaining high standards of food safety, quality, consistency, and efficiency of serving their customers. Training is important because it focuses on food safety and hygiene, efficiency and productivity, customer satisfaction, and reduces the risks of accidents, plus it promotes teamwork and communication.

GameTime Concessions LLC's training is focused to meet and maintain the food handling guidelines. They employ the use of daily checklists and the employees are trained on each aspect of the list. For example, the kitchen list contains the following:

- Are freezer and refrigerator temperatures checked and recorded?
- Are stove/cooktops cleaned after use?
- Are all work surfaces cleaned and sanitized after use?
- Have the stove/cooktops been turned off at the end of the day?
- Are dishes, pots, pans, and utensils cleaned and put away at the end of the day?
- Are all trash bins emptied after the end of each day?

Recruitment for their business is done through:

- Family and friends' referrals and word of mouth.

- Marketing directors at local high schools.
- Social media may also be employed to seek quality employees

Operational Goals

The Harrouns' operational goals are to deliver a high-quality product, convenient access and excellent customer service. Their operational goals include:

- Offer consistent quality menu items that customers want.
- Offer items at a reasonable price.
- Maintain a clean work environment at all times.
- Reduce food waste.
- Strengthen customer relationships.
- Meet expected hours of operations.
- Introduce new menu items as customer preferences shift.
- Leverage complimentary concessions such as Kona Ice and Travelin' Tom's Coffee trucks.

Sanitation/Cleanliness

As mentioned previously, sanitation and cleanliness are one of the pillars upon which GameTime Concessions, LLC is built. They strive to maintain an exceptionally clean environment for their kitchen, serving, and concessions area and GameTime Concessions, LLC, follows all food service requirements. The concession stand will be thoroughly cleaned at the end of every day to ensure that the next day's operations start off correctly. Regular maintenance and deep cleaning of equipment is also part of the Harrouns' normal business plan.

Equipment Schedule

The concession stand already has equipment in place that they are open to purchasing at a reasonable price. If it is unavailable from the previous operator then they will purchase new equipment to meet business needs.

The equipment deemed necessary to start operations includes:

- Flat top grill
- Hot dog roller
- Deep fryer
- Commercial refrigerator
- Prep cooler
- Commercial freezer

- Nacho cheese machine
- Other equipment will be added as necessary to accommodate updated menu items

Special Events

GameTime Concessions, LLC, welcomes the challenge of serving the crowds at the Regional Athletic Complex. They feel, due to the nature of their business experience with large crowds, they are well equipped to serve dozens of customers per hour while maintaining a high standard of customer service. They recognize that some special events will require additional vendors to accommodate the crowd size and will gladly work with the City to ensure the customers' concessions experience is great.

Bookkeeping

GameTime Concessions, LLC, will be using a daily sales log and can submit monthly reports to the City, if requested, with their payment. They collect and submit sales tax to the State of Washington, as required by law, and have all necessary licenses and permits. They currently have a \$2,000,000 policy on both of their current businesses and will extend the policy to include GameTime Concessions, LLC.

Menu

Attached is the base menu. As the year progresses, the Harrouns welcome input from their customers regarding potential additions to the menu.

Startup

The Harrouns will contact the current concessionaire about purchasing the existing equipment in order to speed their time to take over. Should the current concessionaire decline their offer, the Harrouns have already begun pricing the necessary equipment as outlined above and feel they can be ready to open quickly.

Part of that speed to opening, should the existing infrastructure not be available, will be paring down the number of offerings so that GameTime Concessions, LLC, can deliver consistent quality rather than just quantity.

Funding for startup costs will come from Oly Ice LLC.

Business Plan Questionnaire

1. Describe the advertisement, signage, banner and promotional aspects of the concession stand operation.

GameTime Concessions, LLC, will utilize social media and plans on having banners made as a way to let customers know that they are open. They will have a new menu board as well as a "today's specials" menu board, when needed. They will also advertise the concession stand via their Kona Ice and Travelin' Tom's Coffee truck social media platforms.

2. Is there an overall theme to the concession stand operations?

All GameTime Concessions, LLC, employees will be required to wear branded shirts when working and the menu will also be branded. They will strive for excellence in customer service, food quality and the cleanliness of their concession stand. They feel the best compliment you can receive is repeat, satisfied customers.

- 3. What methods of creativity, promotion, and incentives would you offer to support bringing local state, regional and national youth and adult tournaments and events to the RAC?**

They feel a large part of the success in bringing more tournaments to the RAC will be maintaining their quality of service, quality of their food and, most importantly, the knowledge that when there is a tournament scheduled, they are consistently open and ready to serve from before the first game starts until the last game ends. People need to know that GameTime Concessions, LLC, can be counted on. They plan on having a banner or flag that will be visible from the roundabout as an easily seen and additional confirmation that the concession stand is open. When available, they also plan on having their other, nationally recognized businesses on site which will help draw in more customers.

- 4. Describe a "typical" tournament day. Include staffing, advertising, potential food and beverage specials, and in general, support to the tournament operations.**

On tournament days GameTime Concessions, LLC, will be there before the tournament begins to ensure they are ready to greet and serve any early arrivals. They will have a few breakfast items on hand for people wanting to eat something early. They will have added staff to ensure that they are able to meet the demands of the customers throughout the tournament day. They will post all tournaments through their social media outlets. They will offer the umpires and tournament directors a discount. They will always have free bags of ice for injured players, in addition to a first aid kit.

- 5. Are there additional furnishings which would enhance existing concession stand operations?**

They feel that the Regional Athletic Complex is already a great set up and is well equipped with seating, shade and misters. It's really a beautiful complex!

- 6. What are your qualifications and capabilities for catering and providing food and beverage services to small and large groups?**

With their experience from operating 3 Kona Ice trucks as well as Mission Tortilla routes, they think they have an advantage in dealing with large crowds while maintaining a high standard of customer service. They recognize that some special events will need additional vendors to accommodate the crowd size and understand that, in those situations, their concession will not be the only option.

- 7. Please list the applicable licenses and permits you currently hold that pertain to operating the Regional Athletic Complex concession stand?**

The Harrouns currently have a State of Washington business license, a City of Lacey business license, and a \$2,000,000 limited-liability policy through Cornerstone Insurance. Amy Harroun is nationally certified through Serve Safe. All other employees have current food handlers' cards.

Their Kona Ice trucks are all approved and permitted through L&I and the Department of Health and hold a City of Lacey license.

8. Is there anything else they need to know about your business which will assist us in determining the best fit for their needs?

The Harrouns believe they are the best candidate, based on their experience working in a fast paced and sometimes chaotic work environment, all while maintaining a smile and interacting with their customers. The success of their business depends on this continued high quality. They are deeply committed to their community. Through their Kona Ice business they have been able to give back thousands of dollars to local schools and charities, which is a source of enormous pride and satisfaction.

City costs

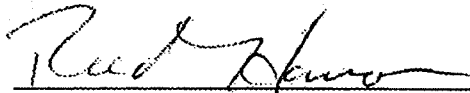
The Harrouns do not expect there to be any additional costs to the City of Lacey, beyond the utilities and maintenance of the fryer hood as previously outlined in the RFP, as part of GameTime Concessions, LLC, taking over the RAC concessions.

Conclusion

The Harrouns are excited for this opportunity! They very much look forward to working with the City of Lacey to provide top-quality concessions and create a warm and welcoming environment at the RAC.

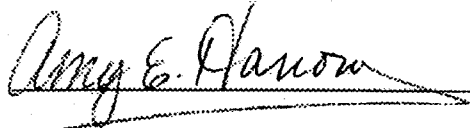
GameTime Concessions, LLC

Owner/Operator: Reed Harroun



Date: 11/21/23

Owner/Operator: Amy Harroun



Date: 11/21/23

GameTime Concessions

Burger*/Cheeseburger*

Chicken strips*

Hot dog*

Quesadilla

Nachos

French fries/Tots

Pretzels

Popcorn

Fountain drinks

Coffee/Hot chocolate

Hot apple cider

Grab n' go

Snacks

Candy

Bottled drink/Water

*Make it a basket with fries or tots

(Menu subject to change)

RAINIER VISTA COMMUNITY PARK CONCESSIONS AGREEMENT

This Agreement made and entered into **this 5th day** of December, 2023, by and between the City of Lacey, a municipal corporation, hereinafter referred to as the “City” and Game Time Concessions, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the City has constructed a Rainier Vista Community Park (RV) and desires to award an exclusive franchise to operate the concession stand located within said complex and

WHEREAS, Contractor has the experience and personnel necessary to provide quality products and services at such stands,

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. A. The City grants unto Contractor the exclusive right to operate the concession stand located at the Rainier Vista Community Park at 5475 45th Ave. SE, Lacey, WA for a period of 3 years commencing March 1, 2024 and continuing through October 31, 2026. Said grant is subject to the terms and conditions set forth in Sections 1-4 of the certain document entitled Request for Proposal Rainier Vista Contract Concessions Stand Services, included in Exhibit A.
2. Contractor shall:
 - A. Operate the concession stands at Rainier Vista for a period of 3 years in the manner and subject to the conditions set forth in Exhibit A, attached hereto.
 - B. Pay to the City a minimum monthly lease of:
 - a) The Contractor shall pay, on a monthly basis, a concession stand lease fee of \$300.00 plus 12.84% leasehold tax in the amount of \$38.52 for a total payment of \$338.521 to the CITY in accordance with the proposal submitted by contractor on Nov. 22, 2023, hereinafter referred to as Exhibit “A” Any physical alterations of the facility shall be at Contractor’s expense and shall not be undertaken without the City’s prior written approval.
 - C. Refrain from the sale of any beverages obtained from a source other than L & E Bottling Co., Inc. of the type or nature supplied by L & E through its exclusive beverage supply contract between it and the City. Contractor shall have the right to sell beverages which do not conflict either in type or nature with those supplied by L & E Bottling Co., Inc., such as ice cream shakes.
 - D. Contractor may, at its discretion, provide catering services for any games, tournaments or other events held at the Rainier Vista Community Park. Contractor shall be subject to the restrictions on beverage sales set forth in Subsection 2C.

- E. Contractor shall defend, save and hold harmless the City, the City's officers, agents and employees, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Concession Stand Services Agreement. Further, Contractor shall provide evidence satisfactory to the City of coverage by commercial general or comprehensive general liability insurance of not less than \$2,000,000.00 combined single limits and obtains an endorsement naming the City of Lacey, its officers, employees, and agents as additional insured under each such policy.
- F. The books and records of Contractor as the same relate solely to the operation of Contractor within the Rainier Vista Community Park, including an accurate record of gross sales from such location pursuant to this Agreement shall be made available to the City for inspection and audit upon receiving reasonable notice from the City of such request.

DATED the day and date first above written.

CITY OF LACEY

GAME TIME CONCESSIONS

By: _____
Jennifer Burbidge, Director
Parks, Culture and Recreation

By: _____
Reed Harroun

By: _____
Amy Harroun

APPROVED AS TO FORM:

By :

City Attorney



Exhibit A

CITY OF LACEY

RAINIER VISTA COMMUNITY PARK CONCESSIONS

Contact:

Sue Falash

City of Lacey

Parks, Culture & Recreation Dept.

sfalash@ci.lacey.wa.us

(360) 491-0857

**CITY OF LACEY
PARKS, CULTURE & RECREATION DEPARTMENT**

**REQUEST for PROPOSAL
RAINIER VISTA COMMUNITY PARK
CONTRACT CONCESSION STAND SERVICES**

Section 1: INTRODUCTION

The City of Lacey Parks, Culture & Recreation Department seeks an experienced operator to provide concession stand services at Rainier Vista Community Park (RVCP). The concession stand must be operated in a professional manner providing moderately priced fresh food and beverages.

RVCP concession stand operator may also offer catering services for picnic groups, tournaments and special events held at the complex. Address of the complex: 5475 45th Ave SE.

Section 2: BACKGROUND

RVCP is a 46 acre park that is heavily used by community members and sports user groups. There are 3 soccer fields, 3 baseball/softball fields, 4 tennis courts, 4 pickleball courts, 3 sand volleyball courts, a basketball court, walkways and picnic shelters along with a skate park for beginner and intermediate skaters.

The concession stand is attached to the restroom building facing the baseball/softball fields. The fields open for athletic events on March 1 and close to athletics use at the end of October each year. Soccer fields are used on week nights as well as both Saturdays and Sundays. Softball/baseball games/practices are week nights and mainly Saturdays with some Sundays. RVCP hosts soccer as well as softball tournaments throughout the season. The concession stand is expected to be operational seven (7) days per week, while the fields are in use.

Section 3: SCOPE OF SERVICES

Scope of Operations: The contractor will provide quality concession service for park visitors. Those guests will consist of league and tournament participants, officials, spectators, and the general public. Food and beverages shall include a wide variety of hot and cold items. The contractor may not use the facility for functions / activities other than for food service without prior written approval of the City.

Food Storage, Preparation, and Service: The contractor shall be responsible for the procurement, preparation and service of all food and beverages. The contractor shall procure and pay for all food, food supplies, service supplies, and related products used at the site. All foods prepared off site shall only be prepared at a certified USDA-inspected facility. On-site storage space for food, beverages, and supplies is limited. Contractor will be required to procure, maintain and operate all food preparation appliances, equipment and utensils and refrigerated storage appliances.

Contractor shall demonstrate their ability to support the Rainier Vista Concession Stand with adequate and easily accessible "off-site" storage or contract supplier. The support facility or supplier shall be identified and address provided to the City prior to executing the contract.

Term of Contract and Food Service Days and Hours: The term of this contract shall be three (3) years unless earlier terminated by the City pursuant to the terms herein. Unless otherwise agreed between the parties, the operation shall be for the months of March through October with minimum hours of operation to be as follows:

Monday through Friday, 5:30 p.m. to 9:00 p.m.

Saturday and Sunday, 9:00 a.m. to 9:00 p.m.

Days and time may be adjusted by mutual consent and must be in writing.

Minimum terms of rent:

First year \$300/month rent

Second year \$300/month rent

Third year \$300/month rent

Lease Hold Tax: Vender will be responsible for paying the 12.84% Lease Hold Tax on the monthly rent to the City of Lacey.

Other Vendors: Tournament sponsors and vendors who do not compete with the contract concessionaire by selling like products will be reviewed and may be approved by the City of Lacey. Any fees associated with the non-competitive vendors will be revenue to the City.

Catering: The contractor may, at its discretion, provide catering services for any games, tournaments, and events held at RVCP. The contractor may not use RVCP facilities to cater events not held at park or events not associated with or approved by the City. Catered activities RVCP are subject to the percentage of sales and beverage provider as though offered from the concession stands.

Sanitation and Cleanliness: The contractor shall at all times maintain compliance with all applicable federal, state and local laws, ordinances and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service and premises sanitation. The contractor shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. Contractor shall maintain the highest standards of cleanliness through such actions as regularly cleaning food preparation counters, floors/mats; and regularly removing and disposing of all garbage collected in the food service area. The contractor shall also regularly clean refrigerators and freezers and concession stand interior.

Menu and Pricing: The contractor shall post its menu and price structure for food and beverages available for all customers.

Management: Award of this contract is based on the City's understanding that the contractor will assure competent professional, on-site management of the food service facility and personnel at all times. The contractor shall provide the City a written description of the qualifications, certifications and work hours of all on-site personnel.

Management Structure/Philosophy: The contractor shall provide a written manual describing their existing and/or proposed management structure, operational philosophy and "code of conduct". The description shall identify on-site personnel, supervisory and support staff, and the overall management structure of the business. The operating philosophy shall include items such as staff qualifications, training, customer service, and methods of communication with the City. Each employee is to sign a statement that they have read the manual and will abide by the contents. The contractor is to keep on file the signed statements. Each employee will be required to complete a "Release for Background/Criminal Investigation" and "Disclosure Statement".

Compliance with Federal, State and Local Regulations: The contractor shall comply with all federal, state and local regulations, including but not limited to wages, taxes, social security, worker's compensation, non-discrimination, licenses, registration and safety requirements. Failure or neglect on the part of the

contractor to comply with any or all such regulations shall not relieve the contractor of these obligations, nor of the requirements of this contract.

Use of Area: The contractor shall make no unlawful or offensive use of the concessions area and will maintain and preserve the area in as good order and condition, reasonable wear and tear expected, as when the contract was signed.

Utilities: The City of Lacey shall be responsible for all utilities.

Hiring and Employment: The operator shall not, in the operation of the RVCP concession stand, discriminate against any group of persons. The operator must comply with all of the rules, regulations, statutes, etc., related to fair hiring and employment practices.

Section 4: INFORMATION AND INSTRUCTIONS TO PROPOSER

- 4.1 **Submission of Proposal.** Proposals will be received until, but not after, **2 p.m. Fri. Nov. 17, 2023**. Proposal must be submitted via email to sfalash@ci.lacey.wa.us **"RAINIER VISTA COMMUNITY PARK CONCESSION STAND OPERATION"**.
- 4.2 **Response Date.** In order to be considered for selection, proposals must arrive at the City in the manner and on or before the date and time specified in the RFP advertisement. Any proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the Proposer. Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.
- 4.3 **No Warranty.** All facts and opinions stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.
- 4.4 **Right to Modify Process.** The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to insure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.
- 4.5 **Addenda.** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date. Receipt of addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.
- 4.6 **Accept or Reject Proposals.** The City reserve the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.
- 4.7 **Additional Information.** The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.
- 4.8 **Public Information.**

All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon receipt by the City and will be available for review upon request. The City will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City. If the City receives a public disclosure request for records that the proposer has marked "proprietary information", the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with notice of that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

4.9 Equal Opportunity

The City of Lacey is an equal opportunity employer. The city does not discriminate against any employee or contractor, or applicant for employment or contracting, on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment or contracting because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker or contractor involved.

Such nondiscrimination practice includes, but is not limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The city shall take such action as may be required to ensure full compliance with Chapter 49.60 of the Revised Code of Washington: Law Against Discrimination.

4.10 REASONABLE ACCOMMODATIONS

The City of Lacey offers reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3214 to discuss any necessary accommodations. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

4.11 VETERAN-OWNED BUSINESS ENTERPRISE

The City of Lacey strongly encourages participation of veteran-owned businesses enterprises.

4.12 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

The City of Lacey strongly encourages participation of minority- and women-owned business enterprises.

- 4.13 **Qualification Requirements.** Each responsible Proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.
- 4.14 **Pre-Proposal Interpretation and Addenda of Contract Documents** Any clarification or interpretation of the bid documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.
- 4.15 **Execution of the Proposal.** The proposal shall be executed in the name of the Proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held:
- A. If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.
 - B. If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.
 - C. If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.
 - D. The address of the Proposer shall be typed or printed on the Proposer's cover letter.
- 4.16 **Withdrawal of Proposal.** A Proposer may withdraw their proposal, by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, delivered to the City prior to 5 p. m. on the final submittal date.
- 4.17 **Rights of City to Award or Reject Proposals.** The RFP does not commit the City to award or enter into a food service license. The City reserves the right to:
- A. Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
 - B. To negotiate with any Proposer.
 - C. Accept a proposal and subsequent offers for food service contractor from other than the highest cost Proposer.
 - D. In determining the most responsive Proposer(s), the City reserves the right to take into consideration any or all information supplied by the Proposer in his/her proposal and the City investigation into the experience of the Proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.
 - E. If Proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.
 - F. Any food service contract arising from this RFP will be negotiated with the successful Proposer. The successful Proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a "Notice To Proceed".
 - G. Consider proposal modifications received at any time before the award is made, if such action

- is in the best interest of the City.
- H. The City reserve the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer.

4.18 **Business License.** The successful contractor, prior to commencing operations, shall obtain a City of Lacey Business License.

4.19 **Economy of Proposal Preparation.** Proposals should be prepared simply and economically, by providing straightforward and concise descriptions of Proposer capabilities related to specified elements, units or services. Proposals should not include any information not specifically identified or specified as a required response or attachment.

4.20 **Acceptance of Proposal Content.** The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a contract may result in cancellation of the award.

4.21 **Non-Assignment.** If a food service contract is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the food service contract may be granted based on the sole determination of the City.

4.22 **Notice of Intent to Award.** All responsive and evaluated respondents to the formal RFP will be notified of the City's intent to award a food service contract.

4.23 **Anticipated RFP Process Events Calendar:**

<u>EVENT</u>	<u>DATE</u>
RFP Document Published and Distributed	November 3, 2023
RFP Closing Time and Date	2:00 p.m. - November 17, 2023
Award Decision	November 24, 2023

4.24 **Liability and Insurance.** The successful Proposer must submit proof of liability insurance with the limits not less than the stated requirements. The successful Proposer shall defend, save, and hold harmless the City, the City's officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the successful Proposer or its subcontractors, agents or employees under this food service contract. Such proposer shall provide evidence satisfactory to the City of Lacey of coverage by Commercial General or Comprehensive General Liability insurance of not less than \$2,000,000 combined single limits, and obtain an endorsement naming the City of Lacey, its officers, employees, and agents as additional insured under each such policy.

4.25 **Laws of the State of Washington.** By submitting a proposal in response to this RFP, Proposer agrees that, any terms and conditions stated within any food service contract that is awarded as a result of this solicitation shall require:

- A. The proposer to comply with all food service laws of the State of Washington.

- B. Be governed by the laws of the State of Washington without regard to conflict of laws principles.
- 4.26 **Incurred Costs.** Neither the City, nor its officers, agents nor employees are liable for any cost incurred by Proposer prior to issuance of a food service contract. All prospective Proposers who respond to this RFP do so solely at the Proposer's cost and expense.
- 4.27 **Proposer's Responsibilities.** Successful Proposer shall comply with all federal, state, and local laws and ordinances applicable to the work under this food service contract.
- 4.28 **Disposition of Proposals.** All materials submitted in response to the RFP, including samples, shall become the property of the City upon delivery.
- 4.29 **Termination:**
 - A. **Termination for Convenience:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interests. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least forty-five (45) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. Such notice must be issued by the Director of Parks and Recreation or their designee. After receipt of a notice of termination, except as otherwise directed in writing by the City, the contractor shall stop work on the date specified in the notice and settle all outstanding liabilities to, and claims by, the City and such suppliers that were used in the performance of this license.
 - B. **Termination for Default:** The City shall have the right to terminate the contract at any time the City determines that the contractor has failed to satisfactorily perform the services required, as solely determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City will give the contractor at least fifteen (15) days' written notice before the termination takes effect. During the fifteen day period, the contractor must negotiate an acceptable written "plan to cure" with the City and cure the unsatisfactory performance as agreed in the cure plan. Failure to cure the unsatisfactory performance during the fifteen day period, as solely determined by the City, will result in contract termination for failure to provide satisfactory performance.
 - C. **Termination for Willful Failure or Refusal or for Emergencies:** The performance of work under the contract may be terminated immediately for any willful failure or refusal by the successful proposer to perform according to the terms of the Food Service Contract or if the City determines that an emergency exists.

Section 5: PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Proposers must submit the designated written information to the City as outlined and in the sequence provided by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process.

Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal shall include, at a minimum, the following items:

- A. Submit a written statement of **recent** experience of Proposer in a similar concessions operation. Proposal must include information on similar operations that Proposer has operated and believes are sufficient qualifications for operating the RVCP Concession Stand.
- B. A written explanation and description of the following items:
 - 1. Organizational structure and chain-of-command.
 - 2. Employee and customer safety and hazard control to include hazard prevention, elimination, investigation and reporting, documentation, communication, etc.
 - 3. Employee training (i.e., food handling, customer service, etc.) to also include discipline procedures.
 - 4. Employee recruitment.
 - 5. Operational goals.
 - 6. Sanitation/Cleanliness procedures.
 - 7. Schedule of all concessionaire-provided equipment including make, model, fuel source, age, etc.
 - 8. Ability to support special events, private parties, and sport tournaments.
- C. Submit a sample menu, pricing structure, portion sizes, brands, etc.
- D. Describe, in writing, the ability of Proposer to meet requirements for concession stand startup.
- E. Proposed monthly lease payment to the City.

Section 6: PROPOSAL SELECTION AND EVALUATION CRITERIA

6.1 Selection Process

A RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements of the RFP. Each staff member on the evaluation panel will rate the criteria on a scale from 1 to 5 (Poor, Below Average, Average, Above Average, and Excellent), and scores will be added to help determine the most qualified service provider

Personal interviews may be conducted following panel review of submitted proposals. The City will negotiate a final agreement with the successful Proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur.

The successful Proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

6.2 Evaluation Criteria

Proposals will be evaluated based on the criteria shown below with weighting factors as summarized in the following table. If interviews are held, the top ranked Proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

ITEMS OF CRITERIA LISTED BELOW ARE WEIGHTED AS INDICATED.

(The weighting factor is up to the percentage or percentage of numerical points.)

- A. Prior experience of the Proposer in operating similar concession operations **(40%)**.

- B. Proposer's business plan questionnaire **(25%)**.
- C. Proposer's Menu selection and pricing structure **(25%)**.
- D. Proposer's ability to meet anticipated startup date **(10%)**.

NOTE: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.

BUSINESS PLAN QUESTIONNAIRE

(Please answer as thoroughly as possible. Please use additional pages if necessary)

1. Describe the advertisement, signage, banner and promotional aspects of the concession stand operation.
2. Is there an overall theme to the concession stand operations?
3. What methods of creativity, promotion, and incentives would you offer to support bringing local, state, regional, and national youth and adult tournaments and events to the RAC?
4. Describe a "typical" tournament day. Include staffing, advertising, potential food and beverage specials, and in general, support to the tournament operations.
5. Are there additional furnishings which would enhance existing concession stand operations?
6. What are your qualifications and capabilities for catering and providing food and beverage services to small and large groups?
7. Please list the applicable licenses and permits you currently hold that pertain to operating the Regional Athletic Complex concession stands.
8. Is there anything else we need to know about your business which will assist us in determining the best fit for our needs?

Operating Proposal

Rainier Vista Concession Stand Operation

GameTime Concessions, LLC

GameTime Concessions, LLC
Reed and Amy Harroun
Address: 7524 Littlerock Rd SW Olympia, WA 98512
Phone: 360-870-2153 (Reed) 360-790-6445 (Amy)
Email: gtconcessionsllc@gmail.com

Executive Summary

GameTime Concessions, LLC will provide top-quality, reasonably priced, and professional concessions services for the Rainier Vista Community Park. They are experienced with large crowds and deliver a pleasant experience for all their customers.

Experience

The owners of GameTime Concessions, LLC, Reed Harroun and Amy Harroun, have been successful business owners in Thurston County for many years. The Harrouns currently own and operate 1 Mission Tortilla route and previously owned, operated and managed 2 Mission routes successfully. Each market is different and there are a number of variables to consider when managing the routes, merchandise and employees. As owners, they are responsible for managing all aspects of their enterprise: employees, equipment, and all expenses associated with running this type of business for almost 6 years.

The Harrouns also currently own and operate 3 Kona Ice food trucks in Thurston, Pacific, and Grays Harbor Counties, under the business name, Oly Ice, LLC dba, Kona Ice of Olympia. In addition to normal sales routes and events, Oly Ice partners up with local schools and charities to offer fun and creative ways to raise funds. Oly Ice has also made inroads into other large events. In addition to their other business experience, this large-event experience will help them create a successful community concession stand at the Rainier Vista Community Park.

The Harrouns believe that offering a quality product, with great service in a clean and healthy environment, is the key to success. The Harrouns' experience with and approach to food service is a great match for the Rainier Vista Community Park.

Constructive Communication plan

The Harrouns' communication plan enables them to effectively receive and deliver information to their business partners. Those partners consist of, but are not limited to, The City of Lacey, their employees, their vendors, and their customers at the park. All of their business partners will have open access to Reed and Amy Harroun via telephone, text, and email. During operational hours there will be a designated Person In Charge (PIC) that will handle day-to-day

communication needs. Due to the criticality of the relationships, contact with the City of Lacey and the Harrouns' vendors, will be a management responsibility. Should there be an emergency situation, GameTime Concessions' employees will have access to the Harrouns' schedule in addition to their contact details.

Organizational Structure

The organizational structure of GameTime Concessions LLC is:

Owner/Managers – Reed and Amy Harroun

Shift supervisor – one full-time, one part-time

Staff – two full-time, additional part-time staff during busy season

Safety

Safety of their customers and employees is a primary concern for the Harrouns. The employees of GameTime Concessions, LLC, will all be trained in hazard control and accident prevention. They have clearly stated guidelines on how to prevent accidents and maintain a safe and contamination-free environment. None of their equipment is accessible to the general public to avoid risk of injury. The employees are trained in proper food handling techniques. Any hazardous materials are stored away from food supplies and potential customer access. If there are any accidents with employees, they are instructed on the timely and proper way to report injuries. If there are any injuries to the public outside of the concession, staff employees will report this to the City of Lacey, as appropriate.

Training and Recruitment

The Harrouns take training of staff very seriously. Proper training is crucial for maintaining high standards of food safety, quality, consistency, and efficiency of serving their customers. Training is important because it focuses on food safety and hygiene, efficiency and productivity, customer satisfaction, and reduces the risks of accidents, plus it promotes teamwork and communication.

GameTime Concessions LLC's training is focused to meet and maintain the food handling guidelines. They employ the use of daily checklists and the employees are trained on each aspect of the list. For example, the kitchen list contains the following:

- Are freezer and refrigerator temperatures checked and recorded?
- Are stove/cooktops cleaned after use?
- Are all work surfaces cleaned and sanitized after use?
- Have the stove/cooktops been turned off at the end of the day?
- Are dishes, pots, pans, and utensils cleaned and put away at the end of the day?
- Are all trash bins emptied after the end of each day?

Recruitment for their business is done through:

- Family and friends' referrals and word of mouth.

- Marketing directors at local high schools.
- Social media may also be employed to seek quality employees

Operational Goals

The Harrouns' operational goals are to deliver a high-quality product, convenient access and excellent customer service. Their operational goals include:

- Offer consistent quality menu items that customers want.
- Offer items at a reasonable price.
- Maintain a clean work environment at all times.
- Reduce food waste.
- Strengthen customer relationships.
- Meet expected hours of operations.
- Introduce new menu items as customer preferences shift.
- Leverage complimentary concessions such as Kona Ice and Travelin' Tom's Coffee trucks.

Sanitation/Cleanliness

As mentioned previously, sanitation and cleanliness are one of the pillars upon which GameTime Concessions, LLC is built. They strive to maintain an exceptionally clean environment for their kitchen, serving, and concessions area and GameTime Concessions, LLC, follows all food service requirements. The concession stand will be thoroughly cleaned at the end of every day to ensure that the next day's operations start off correctly. Regular maintenance and deep cleaning of equipment is also part of the Harrouns' normal business plan.

Equipment Schedule

The concession stand already has equipment in place that they are open to purchasing at a reasonable price. If it is unavailable from the previous operator then they will purchase new equipment to meet business needs.

The equipment deemed necessary to start operations includes:

- Flat top grill
- Hot dog roller
- Deep fryer
- Commercial refrigerator
- Prep cooler
- Commercial freezer

- Nacho cheese machine
- Other equipment will be added as necessary to accommodate updated menu items

Special Events

GameTime Concessions, LLC, welcomes the challenge of serving the crowds at the Rainier Vista Community Park. They feel, due to the nature of their business experience with large crowds, they are well equipped to serve dozens of customers per hour while maintaining a high standard of customer service. They recognize that some special events will require additional vendors to accommodate the crowd size and will gladly work with the City to ensure the customers' concessions experience is great.

Bookkeeping

GameTime Concessions, LLC, will be using a daily sales log and can submit monthly reports to the City, if requested, with their payment. They collect and submit sales tax to the State of Washington, as required by law, and have all necessary licenses and permits. They currently have a \$2,000,000 policy on both of their current businesses and will extend the policy to include GameTime Concessions, LLC.

Menu

Attached is the base menu. As the year progresses, the Harrouns welcome input from their customers regarding potential additions to the menu.

Startup

The Harrouns will contact the current concessionaire about purchasing the existing equipment in order to speed their time to take over. Should the current concessionaire decline their offer, the Harrouns have already begun pricing the necessary equipment as outlined above and feel they can be ready to open quickly.

Part of that speed to opening, should the existing infrastructure not be available, will be paring down the number of offerings so that GameTime Concessions, LLC, can deliver consistent quality rather than just quantity.

Funding for startup costs will come from Oly Ice LLC.

Business Plan Questionnaire

1. Describe the advertisement, signage, banner and promotional aspects of the concession stand operation.

GameTime Concessions, LLC, will utilize social media and plans on having banners made as a way to let customers know that they are open. They will have a new menu board as well as a "today's specials" menu board, when needed. They will also advertise the concession stand via their Kona Ice and Travelin' Tom's Coffee truck social media platforms.

2. Is there an overall theme to the concession stand operations?

All GameTime Concessions, LLC, employees will be required to wear branded shirts when working and the menu will also be branded. They will strive for excellence in customer service, food quality and the cleanliness of their concession stand. They feel the best compliment you can receive is repeat, satisfied customers.

- 3. What methods of creativity, promotion, and incentives would you offer to support bringing local state, regional and national youth and adult tournaments and events to Rainier Vista?**

They feel a large part of the success in bringing more tournaments to the Rainier Vista Community Park will be maintaining their quality of service, quality of their food and, most importantly, the knowledge that when there is a tournament scheduled, they are consistently open and ready to serve from before the first game starts until the last game ends. People need to know that GameTime Concessions, LLC, can be counted on. They plan on having a banner or flag that will be visible from the parking lot as an easily seen and additional confirmation that the concession stand is open. When available, they also plan on having their other, nationally recognized businesses on site which will help draw in more customers.

- 4. Describe a "typical" tournament day. Include staffing, advertising, potential food and beverage specials, and in general, support to the tournament operations.**

On tournament days GameTime Concessions, LLC, will be there before the tournament begins to ensure they are ready to greet and serve any early arrivals. They will have a few breakfast items on hand for people wanting to eat something early. They will have added staff to ensure that they are able to meet the demands of the customers throughout the tournament day. They will post all tournaments through their social media outlets. They will offer the umpires and tournament directors a discount. They will always have free bags of ice for injured players, in addition to a first aid kit.

- 5. Are there additional furnishings which would enhance existing concession stand operations?**

They feel that the Rainier Vista Community Park concessions is a good setup for its location. If, at a future date, GameTime Concessions, LLC, would like to add furnishings they will first address that with the City of Lacey.

- 6. What are your qualifications and capabilities for catering and providing food and beverage services to small and large groups?**

With their experience from operating 3 Kona Ice trucks as well as Mission Tortilla routes, they think they have an advantage in dealing with large crowds while maintaining a high standard of customer service. They recognize that some special events will need additional vendors to accommodate the crowd size and understand that, in those situations, their concession will not be the only option.

- 7. Please list the applicable licenses and permits you currently hold that pertain to operating the Rainier Vista Community Park concession stand?**

The Harrouns currently have a State of Washington business license, a City of Lacey business license, and a \$2,000,000 limited-liability policy through Cornerstone Insurance. Amy Harroun is

nationally certified through Serve Safe. All other employees have current food handlers' cards. Their Kona Ice trucks are all approved and permitted through L&I and the Department of Health and hold a City of Lacey license.

8. Is there anything else they need to know about your business which will assist us in determining the best fit for their needs?

The Harrouns believe they are the best candidate, based on their experience working in a fast paced and sometimes chaotic work environment, all while maintaining a smile and interacting with their customers. The success of their business depends on this continued high quality. They are deeply committed to their community. Through their Kona Ice business they have been able to give back thousands of dollars to local schools and charities, which is a source of enormous pride and satisfaction.

City costs

The Harrouns do not expect there to be any additional costs to the City of Lacey, beyond the utilities and maintenance of the ice machine(excluding cleaning) as previously outlined in the RFP, as part of GameTime Concessions, LLC, taking over the Rainier Vista concessions.

Conclusion

The Harrouns are excited for this opportunity! They very much look forward to working with the City of Lacey to provide top-quality concessions and create a warm and welcoming environment at the Rainier Vista Community Park.

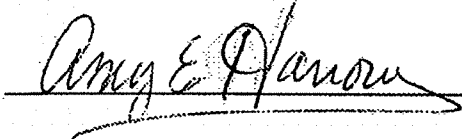
GameTime Concessions, LLC

Owner/Operator: Reed Harroun



Date: 11/21/23

Owner/Operator: Amy Harroun



Date: 11-21-23

GameTime Concessions

Hot dog*

Nachos

Pretzels

Popcorn

Fountain drinks

Coffee/Hot chocolate

Hot apple cider

Grab n' go

Snacks

Candy

Bottled drink/Water

(Menu subject to change)

DECEMBER PROGRAM UPDATES

AQUATICS & VOLUNTEERS:

A new session of swim lessons started Nov. 14 with about 50 swimmers registered. Of the two new staff who started training last session, one has progressed to teaching on their own. One is still in the training phase but we are hopeful a little more training time and they will be able to teach classes on their own.

Thurston County specialized recreation swim club has extended their swim season and will be swimming on Saturdays Jan-Feb at RRHS pool.

Professor Bode at St. Martin's University has reached out and expressed interest in leading some volunteer projects this Summer. Meeting with him in the next few weeks to discuss further.

SPECIAL EVENTS:

The Lacey Lighted Vehicle Parade and Tree Lighting is right around the corner. Applications close Friday Nov. 17 at 5pm. We have received 25 entries in the parade for a total of over 200 participants and about 100 walkers! This year, we are adding to the fun with four award categories for participating entries: Most Christmas Cheer, Best Overall Design, Brightest Display, and Judges Choice. Awards will be announced from the stage during the event. This year's parade & lighting of the park will also feature food vendors with kettle corn, ice cream, and free hot cocoa!

Breakfast with Santa and Buddy is December 9th! This year's breakfast is completely full with 234 people registered and 60 people on the waitlist. Families are sure to enjoy this year's event including a kid-friendly buffet, special keepsake crafts, a digital photo with Santa, and more!

Special events staff is pursuing 2024 event sponsorships and new partnerships with local Lacey businesses by reaching out to past sponsors and new contacts.

COMMUNITY RECREATION:

As Fall session wrap up are excited have had over 400 participants in programs since September. The annual winter trip to Leavenworth for the tree lighting is as popular as ever with 27 participants register for the trip on Dec. 9th. Our Winter Break Express Day Camp at Mt. View Elementary is open for seven days over Winter Break. Staff is excited to take the kids on fun adventures that include ice skating, movies and beyond.

As January rolls around we are excited to begin offer more Teen programming. Lauren Young will be starting the Lacey Teen Leadership Committee in hopes to get teens more involved in Lacey Parks, Culture & Recreation as well as the community.

FACILITIES & PARK RENTALS:

The Jacob Smith House had 5 rentals in November, totaling \$1,713. 15 individual dance classes for youth and adults were held on site. It was in use 8/30 days.

The Community Center saw 45 private rentals and 26 separate recreation classes come through the building, bringing in \$19,417 in fees. It was in use 28/30 days.

REGIONAL ATHLETIC COMPLEX:

November Highlights

- 64 Total Tournament (Jan-November) Total Revenue \$141,150.00
- 106 October Softball Bookings (Jan-Nov. total bookings 1470)
- 60 October Soccer Bookings (Jan-Nov total Bookings 1414)
- Nov 4/5 All Wet Weekend Softball Tournament and WPL Soccer Tournament
- Nov 11/12 Big Bird Softball Tournament And Rec Cup Soccer Tournament
- Nov 18/19 Flip the Bird Softball Tournament
- Nov 25/26 WSL Winter Championship Softball Tournament
- Grass Soccer fields and all other city/NTPS fields close

Coming in December

- December 2/3 Krampus Classic Softball Tournament and Rec Cup
- December 9/10 Kayla Loomis/Toys for Tots Softball Tournament
- December 16/17 WSL Holiday Drive Softball Tournament
- December 23/24 Open Dates
- December 30/31 Toys for Tots Softball Tournament

YOUTH & ADULT SPORTS:

Lacey Youth Basketball Started with 252 players, 26 teams (K/1, 2nd/3rd, 4/5th Divisions) and 30+ volunteer coaches. All our Fall Programs have wrapped up and we are getting our winter programs started with Archery Tag (this program is growing very quickly with new age groups and added classes) Floorball, Yoga, BHG Camps and classes, multiple Skyhawk classes, Sprouts, and Martial Arts including a new kickboxing class. Adult softball finished the fall league, and our winter league has started and will run through Dec 15th. We have 8 men's teams and 7 co-ed teams.