



Parks, Culture, and Recreation Board Meeting Agenda

Refer to the bottom of the agenda for meeting information.

Wednesday, April 1, 2026

5:30 PM

Council Chambers and Online

1. Call to Order

2. Roll Call

3. Land Acknowledgment

We, the City of Lacey, are 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](#).

4. Approval of Agenda and Minutes

- A. Approval of the Agenda*
- B. Approval of March 4, 2026 Meeting Minutes* - **Addendum Added 3/26/26**

5. Public Comment

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

6. Business Items

- A. **Aquatics Program Updates**
Scott Carter, Recreation Supervisor
- B. **Public Art Donation Policy* - Addendum added 3/26/26**
Shanelle Pierce, Special Projects Administrator
- C. **Rainier Vista Park Improvements Concept Design***
Bogdan Tirtu, Project Manager
- D. **Naming Rights and Sponsorship Agreement***
Sue Falash, Recreation Manager

7. Reports

- A. Commissioners

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

8. Adjourn

*Vote Requested

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/webinar/register/WN_3j5LnxF0SnSB5qC5MQqsWw
- Website: <https://cityoflacey.org/government/public-meetings/>
- YouTube: <https://www.youtube.com/watch?v=N7yul-80WTE>
- Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 880 5496 3468)

Verbal Public Comment

Each speaker is limited to three minutes. Comments are welcome on matters connected to City business or specific agenda items.

Prior to starting your comments, please provide your:

- a. Name
- b. City of residence or connection to the City
- c. Topic or subject matter of your comments

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

- In Person: Use the sign-up sheet at the meeting location.
- Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:
https://us02web.zoom.us/webinar/register/WN_3j5LnxF0SnSB5qC5MQqsWw
Instructions and access details will be provided once registration is complete.

Written Public Comment

Please submit written public comments to PRPublicComment@cityoflacey.org 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.



Parks, Culture, and Recreation Board Meeting Minutes

Wednesday, March 4, 2026

Council Chambers and Online

1. Call to Order

Chair Wheeler called the meeting to order at 5:30 p.m.

2. Roll Call

Commissioners Present: Chair Aram Wheeler, Vice Chair Laurie Davies, Hilary, Dykstra, Bill Fosbre, Gary Larson, Michelle Gipson, Annette Roth

Commissioners Absent (unexcused): Aryan Kumar

3. Land Acknowledgment

Commissioner Fosbre read the land acknowledgment.

4. Approval of Agenda and Minutes

A. Approval of the Agenda

Commissioner Roth moved to approve the agenda. Commissioner Fosbre seconded. Motion carried.

B. Approval of December 3, 2025 Meeting Minutes

Vice Chair Davies moved to approve the minutes. Commissioner Fosbre seconded. Motion carried.

5. Public Comment

Eight (8) people signed up to speak at the meeting.

David Mercer, Lacey resident, commented on Wanschers Park Lift Station.

Janet Ikeda, Lacey resident, commented on Wanschers Park Lift Station.

Mike Bloom, Lacey resident, commented on Wanschers Park Lift Station.

Lynne Dearing, Lacey resident, commented on Wanschers Park Lift Station.

Scott Goddard, Lacey resident, commented on Wanschers Park Lift Station.

Jeffrey McKenzie, Lacey resident, commented on Wanschers Park Lift Station.
Marilyn Eshenbaugh, Lacey resident, commented on Wanschers Park Lift Station.
Liz Mercer, Lacey resident, commented on Wanschers Park Lift Station.

6. Business Items

A. Wanschers Park Lift Station

Justin Knox, Utility Engineer
Jen Burbidge, Director

Utility Engineer Justin Knox presented details about the proposed Wanschers Park Lift Station project.

Chair Wheeler moved to affirm the following: at this time, the Parks Board does not have enough information to make a decision on either location, and we request additional environmental and fiscal impact information, should this advisory board make a decision on the two. Commissioner Larson seconded. Motion carried.

B. Youth Sports Programs

Byron Schorzman, Recreation Coordinator

Recreation Coordinator Schorzman provided a report on Lacey Parks, Culture and Recreation's youth sports programs.

C. Thurston Conservation District Agreements

Jenny Wilson, Senior Parks Planner

Senior Parks Planner Wilson reviewed the drafted agreements with Thurston Conservation District.

Chair Wheeler moved to approve the agreements. Vice Chair Davies seconded. Motion carried.

D. 2026 Parks, Culture and Recreation Workplan Update

Jenny Wilson, Senior Parks Planner

Senior Parks Planner Wilson summarized the drafted updates to the 2026 Parks, Culture and Recreation Work Plan.

Chair Wheeler moved to approve the work plan updates. Dykstra seconded. Motion carried.

E. Enhancements Program Updates

Jenny Wilson, Senior Parks Planner

Chair Wheeler moved to approve the staff recommendations. Commissioner Gipson seconded. Motion carried.

F. Draft 2025 Annual Report

Sue Falash, Recreation Manager

Director Burbidge presented the 2025 Parks, Culture and Recreation Department's Annual Report.

Chair Wheeler moved to approve the report. Commissioner Roth seconded. Motion carried.

7. Reports

A. Commissioners

Commissioner Fosbre noted that staff prepare items a week ahead of each meetings date, indicating a lack of need to change meeting processes for the Parks, Culture and Recreation Board. Commissioner Roth stated public comment policy is consistent amongst all city advisory boards.

B. Chair

No report.

C. Recreation Manager

Director Burbidge provided the Recreation Manger report, highlighting the 2025 Quarter 4 Program Updates as attached.

D. Parks Maintenance Supervisor

Senior Parks Planner Wilson provided the Parks Maintenance Supervisor report.

Senior Parks Planner Wilson shared a summary of the work that Parks Maintenance staff completed since the previous board meeting.

E. Senior Parks Planner

Senior Parks Planner Wilson reported updates on the Bush Park playground replacement project; appreciation for Commissioners in attendance at the Woodland Creek Community Park bridge ribbon cutting event; updates on the

progress of the Rainier Vista Park pickleball project; work has begun on the camera project relevant to the Depot Building, Lacey Community Center, and Rainier Vista Park; the McKinney House project is scheduled for Council review on March 24, 2026; appreciation for Commissioners in attendance at the recent Council Meeting; the City's Commission on Equity's request to have Parks Commissioners to serve on an application review panel for the new Community and Cultural Events Grant Program; and demolition of the Long Lake House is forthcoming.

F. Director

Director Burbidge reported a contractor was selected to assist the department in soliciting sponsorships; an opening date for Greg Cuoio Park remains to be determined; and the Lacey Museum is open for business in its new space.

8. Adjourn

Commissioner Wheeler adjourned the meeting at 7:55 p.m.



STAFF REPORT

Parks, Culture, and Recreation Board
April 1, 2026

Subject: Public Art Donation Policy
To: Parks, Culture, and Recreation Commission
Prepared by: Shanelle Pierce, Special Projects Administrator
Department Director: Shannon Kelley-Fong, Assistant City Manager
Reviewed By: Jen Burbidge, Parks, Culture, & Recreation Director
Final Review: Same as Department Director

SKF
JB

Purpose: Action Item

Recommendation: Motion to Adopt recommending the Public Art Donation Policy to the Lacey City Council.

Brief: Propose updates to the existing Council Policies and Procedures Manual on 10.03 Public Art to include a new subsection on private donations from individuals or organizations, as the current policy does not address this. Add a subsection to section 10.03 with guidelines and minimum standards for expanding the public art collection through private donations.

Alternatives:

1. Recommend making additional changes before recommending the policy to Lacey City Council.
2. No motion is recommended at this time.
3. Suggest other options not listed above.

Advisory Board Recommendation(s):

Not applicable

Fiscal Impact:

Budgeted Item: No

Amount: Not applicable

Funding Source: Not applicable

Project Code: Not applicable

Attachments:

1. Draft Public Art Donation Policy

Policy or Legal Alignment:

1. [10.03 Public Art Policy](#)

Background: On June 9, 2011, the Lacey City Council adopted the Council Policies and Procedures Manual (Council Policy) to standardize the process for implementing current and new Council policies, practices, and procedures. From time to time, the Lacey City Council adopts amendments to the manual, including periodic updates to the Council Policy on 10.03 Public Art. Community organizations have shown interest in donating art, which highlighted this gap and led to the development of this policy. Currently, the policy does not address private donations from individuals or organizations.

Below is a summary of the proposed updates in **Attachment 1**:

Adds a subsection to the existing Council Policy 10.03 with guidelines and minimum standards for expanding the public art collection through private donations from individuals or organizations. The subsection includes:

- Outlines the purpose of the policy.
- Defines terms and phrases used in the policy.
- Establishes a process for considering proposals for private donations of public art.
- Defines criteria and conditions for acquiring donated public art.
- Clarifies procedures and roles involved in acquiring private-public art donations, including entering into maintenance agreements.



City of Lacey Public Art Donation Policy

1. Purpose

This policy outlines the guidance and minimum standards the City will follow to expand its public art collection through private donations from individuals or organizations, enhancing the community's experience. This policy aims to create a clear, consistent, and transparent process for reviewing, accepting, installing, maintaining, and, if needed, removing donated works of art on City properties. The City seeks to ensure that donated objects serve the public interest, reflect community values, align with the City's public art policy, maintain artistic and technical quality, and do not create unfunded or unreasonable long-term obligations.

Artists, donors, community organizers, and others interested in collaborating on a public art project may be eligible to participate by donating funds for public art acquisitions, commissioning new art, or contributing objects directly to the collection.

2. Exclusions

This policy does not apply to donations covered in the Parks, Culture, and Recreation Department's Enhancements Program Policy. Such donations must be reviewed by the Parks, Culture, and Recreation Board in accordance with the Department's policy. Additionally, this policy does not apply to donations for the commemorative naming of public facilities or memorial roadways, which must follow the policy on naming public facilities and memorial roadways.

3. Definitions

Unless otherwise specified by the context, the definitions below apply to the terms and phrases used in this document.

"Acquisition" refers to adding objects to the City's permanent collection through commissioning, purchase, donation, or other means.

"Appraisal" denotes a professional, certified evaluation of objects, including its authenticity, condition, and provenance, to determine its monetary value.

"Artist" describes an individual recognized by peers, critics, and art professionals as consistently producing art, demonstrating a serious, ongoing commitment to the fine arts.

"Bequest" is a gift or donation made through a will.

"City" refers to the City of Lacey.

"City Council" refers to the Council of the City of Lacey as appointed at that time.

"City Manager" is the city's then-appointed city manager and/or their designee.

"City Manager's Office" is the City Manager's staff or another department designated by the City Manager.

"City Property" refers to City-owned or managed real property or related assets.

"Donation" refers to the voluntary transfer of art, a series of works of art, or a monetary gift to the City, intended for long-term public display and intended to transfer title of ownership to the City.

"Maintenance" refers to routine inspection and care of public art by the City or designee.

"Mural" refers to a large-scale painting or other object executed directly on or attached to a wall, street, or sidewalk.

"Object" is an original work of art in various media, including but not limited to any portable or permanently fixed sculpture, monument, mural, painting, drawing, earthwork, mixed media work, or time-based work (moving images or sound-based art), created by a professional artist or collaborative team.

"Public art" is an original object by an artist(s) that is publicly visible on a City-owned or managed site and intended to enhance the environment for community members.

"Site" refers to real property or land owned, leased, or operated by the City of Lacey.

4. **Process for Consideration**

- A. **Donor submits a public art donation application.** A donor interested in donating art must submit a City-approved application to the City Manager's Office. The application should include, but is not limited to:
- a. A cover letter describing the donation, explaining how it aligns with the City's public art policy, and why it should be part of the City's Public Art Collection.
 - b. Drawings, photographs, or models, showing details such as scale and materials. When appropriate, a small-scale three-dimensional model may be requested. Photos of models will be kept with the application, and all physical models will be returned after review, regardless of the application outcome. If an artist or applicant does not pick up the model within 30 days, it may be disposed of.

- c. Artist's resume.
- d. Installation details — including engineered plans, if needed — may be required by the City. The City will require the applicant to bear the associated costs.
- e. Description of routine maintenance and an estimate of annual and long-term maintenance costs.
- f. Estimated value for insurance purposes.
- g. Budget and preferred schedule.
- h. Applicant's preferred site location, if known.

Other materials may be requested at the City's determination.

- B. **Initial review.** The City Manager's Office will acknowledge receipt of the proposal. They will then review the proposal to determine if the application meets the selection criteria and public art objectives. If additional information or clarification is needed, the City will reach out to the applicant. This information should be provided within two weeks or within another timeframe mutually agreed upon to support a timely, collaborative review process.
- C. **Internal preliminary technical review.** Once the City Manager's Office verifies that the proposal meets public art criteria, it is forwarded to the appropriate City departments, including but not limited to Parks, Culture, and Recreation; Public Works; and Community and Economic Development, for preliminary technical assessments and risk reviews. These reviews shall consider public safety, installation feasibility, maintenance requirements, and structural stability. The proposal must comply with any and all applicable safety standards (including the Americans with Disabilities Act), be structurally sound, and integrate appropriately with surrounding infrastructure, such as landscaping, utilities, and lighting.
- D. **Acceptance or rejection decision.** All decisions to accept or reject public donations are in the sole discretion of the City. For donations of \$7,500 or less, the City Manager shall make the final decision. The City Manager may seek recommendations and input from an Advisory Board before making that decision and may bring it to the City Council for final approval.

For donations of over \$7,500, the City Manager's Office will seek review by an art committee. If no art committee is in place, an Advisory Board designated by the City Manager's Office will review the proposal and provide a recommendation to the City Manager's Office. Additional reviews by other Advisory Boards may also be required. The City Manager's Office will then present its findings, recommendations, and input from the Advisory Boards and community to the City Council for a final decision. If, after receiving this recommendation, the Council may, at its discretion, gather additional community feedback before making its final decision.

The City Manager's Office will notify the applicant of any decision.

- E. **Donation agreement.** If the proposal is approved, the applicant and the City will sign a memorandum of agreement (MOA) outlining the conditions for donation. The MOA will include, among other things, requirements on:
- a. selection and design of the site, including all technical reviews and permits required by City, State, or Federal regulations
 - b. maintenance responsibilities
 - c. a project timeline for completion
 - d. a professional appraisal by a qualified conservator of public art for insurance purposes
 - e. the object's expected lifespan and anticipated display period

If the donor and the City are unable to reach an agreement on the terms of the MOA, the acquisition process ends. The City Manager or the City Council will be notified. The applicant can appeal the decision to terminate the acquisition process to the City Council.

5. **Selection Criteria for the Acquisition of Donated Public Art**

- A. All objects approved by the City for the City's public art collection must satisfy the following criteria:
- a. **Clear title.** Objects proposed to be transferred to the City by title must be conveyed with a clear title. Objects that are gifted, donated, deeded, or contributed to the City must be accompanied by a deed of gift.
 - b. **Original art and authentication.** Only original objects may be donated to the City's public art collection. Copies or reproductions, whether authorized or not, will not be considered. Donors are responsible for establishing the object's authenticity. If the City Manager's Office is not satisfied with the object's authenticity, the City Manager's Office may request additional information from the donor and will take reasonable steps to confirm the object's authenticity.
 - c. **Reflects community values and forum disclaimer.** The City reserves the right with or without cause to decline any object or donated materials and may decline any proposals that are inconsistent with the community's values and character or include overt advertising, religious references, sexual content, negative imagery, or political partisanship. All submissions must be inclusive, culturally sensitive, and respectful of all community members, and must comply with applicable laws, including copyright, intellectual property, and local regulations. Acceptance of a donation does not create a public forum, and the City retains sole discretion over the display, use, or removal of the donated objects. This determination is made to ensure public safety, maintain community harmony, and protect the integrity of public sites.

- d. **Free of advertising or promotional content.** The object or identifying plaque must not include advertising or promotional content relating to living individuals or to organizations, institutions, or businesses currently in operation. A plaque that accompanies the object and displays the name of the donor, artist, or artwork will not be considered advertising.
 - e. **Restrictions.** Objects added to the City's public art collection must be given with no contingencies or obligations. The City may make reasonable efforts to recognize the artists and donors.
 - f. **Suitability.** The City will not accept objects that cannot be displayed, sustainably maintained, and securely protected.
- B. **Attributes.** The City considers the following attributes when acquiring objects for inclusion in its collection:
- a. **Artistic excellence.** The originality and aesthetic quality or value of the object should be comparable to or exceed those of pieces already in the collection and would contribute to the collection's overall diversity and quality.
 - b. **Condition.** The object must be in good condition.
 - c. **Durability.** The object's materials, finishes, and construction should be chosen to ensure lasting quality and to resist vandalism.
 - d. **Local artist.** A strong preference is given to objects created by local artists from the greater Puget Sound area. The artist's credentials, reputation, and quality of their work will be evaluated.
 - e. **Maintenance.** Because the City must be able to provide proper storage and care, no objects requiring extensive or extraordinary preservation and care will be accepted.
 - f. **Safety.** Objects should be safe for people interacting with them. Safety conditions and factors that may affect liability must be considered, and objects should also be designed to comply with the Americans with Disabilities Act and related federal, state, and local codes.
 - g. **Site specific.** Objects must be appropriate for the selected site. The City makes the final decision on the location of the object's display.

6. **Maintenance Responsibilities**

Funding to maintain the City's public art collection is limited. Therefore, donors are required to sign a maintenance agreement and/or establish a maintenance endowment when donating to ensure proper care.

The donor shall provide a contribution to a maintenance endowment fund equal to a maximum of 10% of the value of the object, as determined by a qualified appraiser approved by the City, or an amount mutually agreed upon by the City and the donor.

However, the City may, on a case-by-case basis, accept an agreement from a donor to maintain objects in perpetuity and in accordance with City standards rather than a cash contribution to an endowment fund; however, this will require the City to incur additional effort and cost. For any case-by-case donor maintenance agreement, the City will require an up-front deposit to cover at least one year's maintenance of the object to protect the City against future default.

7. **Conditions**

Art ownership and use. Donors must agree that once their donations are accepted, all items included in the City's public art collection automatically become the exclusive property of the City. If there are no restrictions, these works may be displayed, loaned, retained, or disposed of in a manner that the City determines best serves the collection. Accepting donated objects does not guarantee permanent installation and may be subject to removal or relocation at a later time.

Appraisals. The City does not provide art appraisals. The IRS requires a written appraisal from a qualified appraiser for donations exceeding \$5,000.

Compliance with laws. All objects donated shall comply with all applicable local, state, and federal laws.

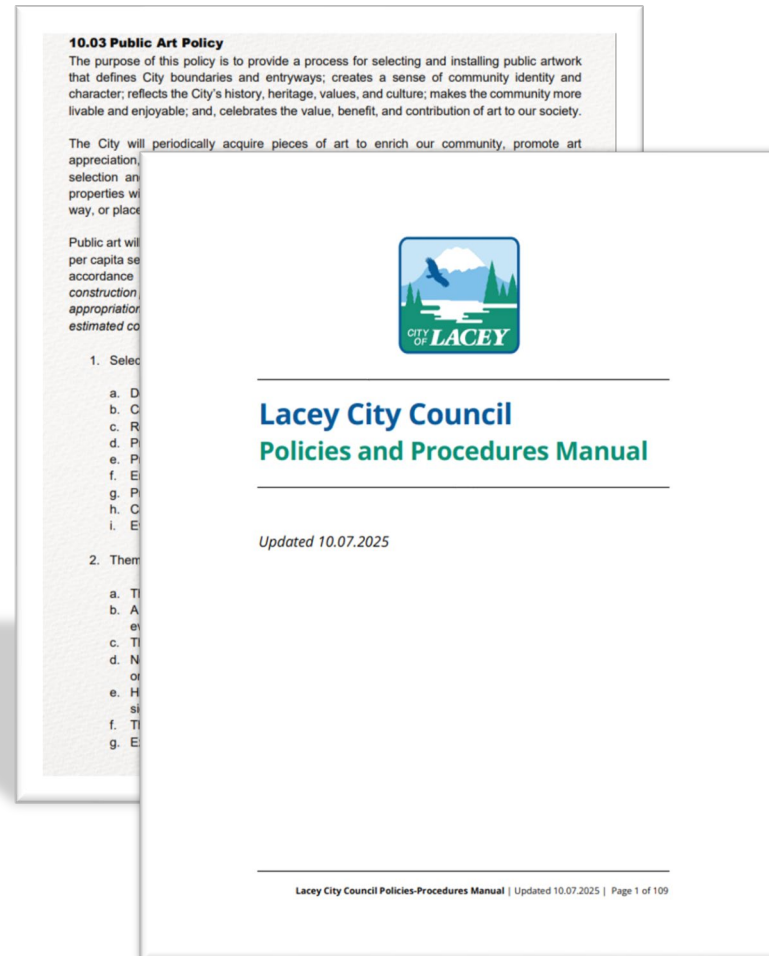
Public Art Donation Policy

Parks, Culture, and Recreation Board | April 1, 2026



10.03 Public Art Policy

- Purpose of the policy
- Achieve one or more objectives
- Reflect one or more themes
- Placement of artwork
- Procedure



10.03 Public Art Policy

Current Public Art Policy

- Does not address private donations

Purpose of Policy Updates

- Introduces a subsection on private donations
- Establishes guidelines and minimum standards for accepting private donations

10.03 Public Art Policy

The purpose of this policy is to provide a process for selecting and installing public artwork that defines City boundaries and entryways; creates a sense of community identity and character; reflects the City's history, heritage, values, and culture; makes the community more livable and enjoyable; and, celebrates the value, benefit, and contribution of art to our society.

The City will periodically acquire pieces of art to enrich our community, promote art appreciation, and enhance the aesthetics of our City. The Council retains final authority on the selection and placement of all art to be located in public rights-of-way and city-owned properties within Lacey. It is the intent of this policy that all art placed in the public rights-of-way, or placed on City-owned property be tasteful, non-controversial, and non-offensive.

Public art will be funded in part through revenue generated from an annual one dollar (\$1.00) per capita set-aside as outlined in [Resolution 1105](#). Additionally, funds are to be budgeted in accordance with Lacey [Ordinance 1022](#), which provides that *all appropriations for city construction projects visible and useable by the public, except street and utility projects, which appropriations exceed \$500,000 shall include an amount equal to one-fourth of 1% of the estimated construction cost of such project for works of art.*

1. Selections of public art should accomplish the following objectives:

- Define City boundaries
- Create a sense of community identity and character
- Reflect the City's history, heritage, values and culture
- Provide a sense of place for the general public
- Provide a safe, interesting, and playing environment
- Enhance economic development and attract visitors
- Provide sustainable maintenance and operation costs
- Create opportunities for civic engagement
- Evoke a sense of fun

2. Themes for public art should reflect one or more of the following ideas:

- The natural beauty of the City as reflected in its trees and lakes
- A history of our community as reflected in historic buildings, founding families, and events of historical significance
- The importance of family and youth in our community
- Northwest artifacts, symbols and signs, including Native American Art, salmon, orcas, fishing, and timber
- Historic reproduction lighting, ornamental poles, landscape furnishings, entry signs, park signs, clocks, bell towers, and fountains
- The rich diversity of the community
- Exceptional military service or the community's military connection



Recommendation Options

- **Recommend adoption to the City Council**
- Recommend changes
- No motion is recommended at this time
- Suggest other options not listed above



Exclusions

This policy does not apply to donations covered in the Parks, Culture, and Recreation Department's Enhancements Program Policy. Such donations must be reviewed by the Parks, Culture, and Recreation Board in accordance with the Department's policy. Additionally, this policy does not apply to donations for the commemorative naming of public facilities or memorial roadways, which must follow the policy on naming public facilities and memorial roadways.



Donation Process for Consideration

- A. Donor submits an application
- B. Initial review by the City Manager's Office
- C. Internal preliminary technical review
- D. Acceptance or rejection decision
- E. Donation agreement



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Once the City Manager's Office verifies that the proposal meets public art criteria, it is forwarded to the appropriate City departments, including but not limited to Parks, Culture, and Recreation; Public Works; and Community and Economic Development, for preliminary technical assessments and risk reviews.



Donation Process for Co

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These reviews shall consider public safety, installation feasibility, maintenance requirements, and structural stability. The proposal must comply with applicable safety standards (including the Americans with Disabilities Act), be structurally sound, and integrate appropriately with surrounding infrastructure, such as landscaping, utilities, and lighting.



Donation Process for Co

- A. Donor submits an application
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For donations of \$7,500 or less, the City Manager shall make the final decision. The City Manager may seek recommendations and input from an Advisory Board before making that decision.



CITY OF LACEY

Donation Process for Co

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- E. Memorandum of agreement

For donations of over \$7,500 ...
Additional reviews by other
Advisory Boards may also be
required. The City Manager's
Office will then present its
findings, recommendations,
and input from the Advisory
Boards and community to the
City Council for a final decision.



Criteria for Donated Public Art

Donations must meet these criteria:

- a. Have a clear title
- b. Be an original work of art
- c. Reflect community values
- d. Be free of advertising or promotional content
- e. Be donated without restrictions
- f. Be suitable for the City's purpose



Attributes for Donated Public Art

Consideration given to the following attributes:

- a. Artistic excellence
- b. Must be in good condition
- c. Should be durable
- d. Preference for local artists
- e. Reasonable maintenance requirements
- f. Safe for human interaction
- g. Appropriate for the selected site



Maintenance Responsibilities

Donors are required to either:

1. Establish a maintenance endowment fund equal to a maximum of 10% of the object's value
2. Or, on a case-by-case basis, agree to a perpetual maintenance agreement where the donor maintains the object according to City standards



Recommendation Options

- **Recommend adoption to the City Council**
- Recommend changes
- No motion is recommended at this time
- Suggest other options not listed above



Open Floor for Feedback





STAFF REPORT

Parks, Culture, and Recreation Board
April 1, 2026

Subject: Rainier Vista Park Improvements
To: Parks, Culture, and Recreation Commission
Prepared by: Capital Projects and Parks, Culture and Recreation Staff.
Department Director: Jen Burbidge, Parks, Culture, and Recreation Director *JB*
Reviewed By: Not Applicable
Final Review: Not Required

Purpose: Action Item

Recommendation: Motion to Approve recommending the Rainier Vista Park Improvement Concept Design to City Manager.

Brief: The Rainier Vista Park Improvements project, approved in 2024 with a \$919,618 budget, will add pickleball courts, outdoor ping pong tables, and outfield safety netting. The project responds to community demand for more pickleball courts, introduces ping pong as a new amenity, and addresses safety conflicts that currently require alternating closures between pickleball and softball. The selected design consultant provided a 30% design concept and cost estimate for consideration, though costs may influence the final design.

Alternatives:

1. Provide direction on elements of the project not considered by the design team or staff.
2. Some other option not contemplated in the above.

Prior Review:

Council Regular Meeting – 5/7/2024 [Link](#)

Advisory Board Recommendation(s):

Not Applicable

Fiscal Impact:

Budgeted Item: Yes

Amount: \$919,618

Project Code: PR26RV

Funding Source: 303-0106-576.60-03

Attachments:

1. 30% Concept Plan
2. [Resolution 1147](#)

Policy or Legal Alignment:

1. [Lacey Parks, Culture and Recreation Comprehensive Plan](#)
2. [Lacey Parks, Culture and Recreation Board Work Plan](#)

Background:

The 2023 Parks, Culture and Recreation Comprehensive Plan highlighted the community's need for more pickleball courts, with Rainier Vista Park as a preferred location. Further, public input from 2018 supported adding outdoor ping pong tables. Safety concerns at softball field 1 prompted adding outfield netting to prevent alternating closures between pickleball and softball.

The project combines these planned improvements and is funded by up to \$500,000 from the Washington State Recreation and Conservation Local Parks grant, \$25,000 from the Thurston County Pickleball Club, and \$5,000 from the PARC Foundation. RWD Landscape Architects, an experienced firm that has designed over 36 pickleball courts in the last five years, was selected to design the project.

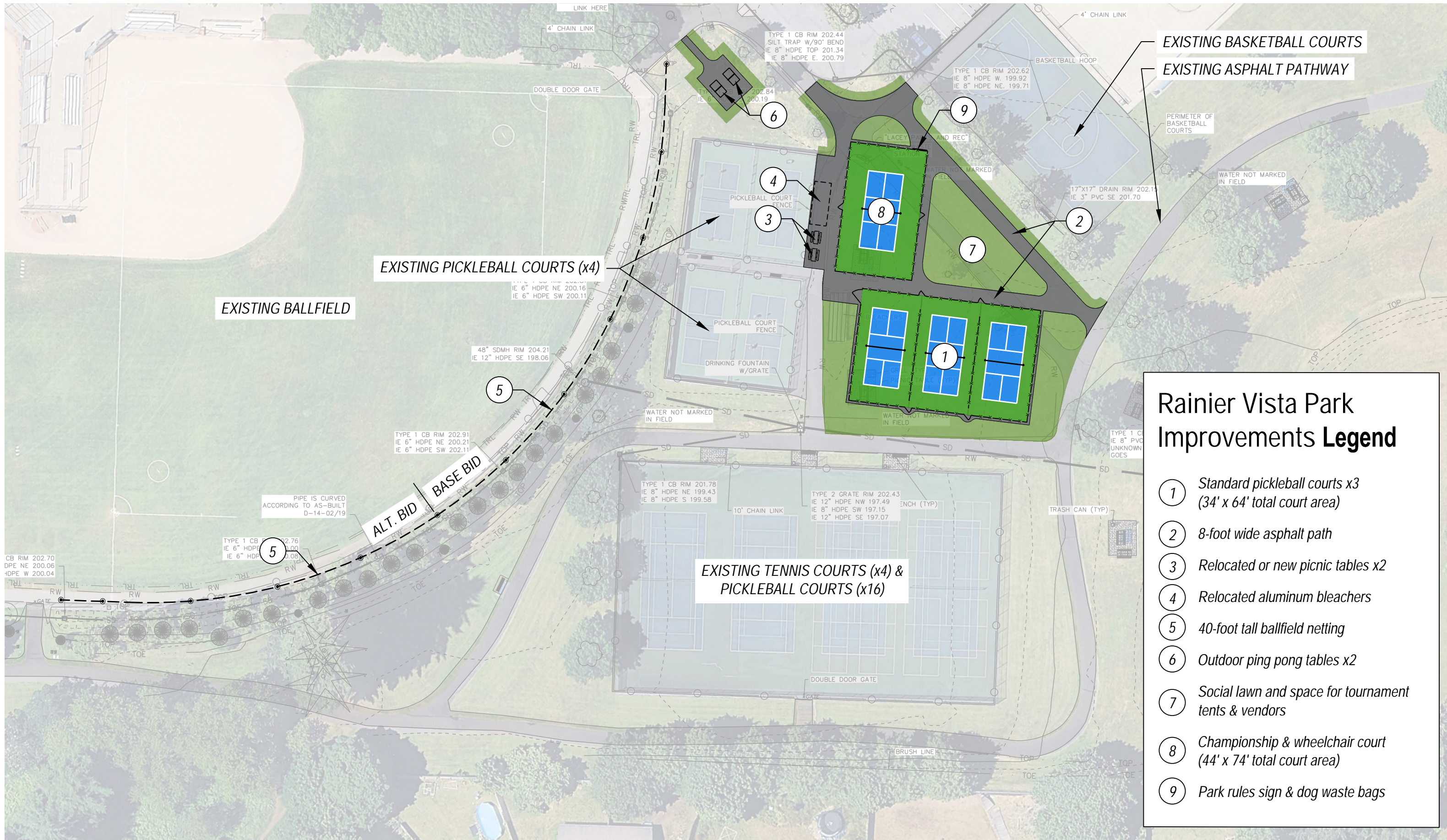
The 30% design concept represents an initial stage of design where major features, layouts, and rough cost estimates are established. If approved, the consultant will advance the design to 60% and then 100% construction documents, refining scope and costs. Staff will keep Parks Board informed of any significant changes needed to stay within budget.

The attached concept includes the following design elements:

- Three standard size pickleball courts (34' x 64')
- One larger court for wheelchair accessibility or as a championship court during tournaments (44' x 74')
- 40-foot-tall ballfield netting covering half of Field 1 (full field netting as an alternate bid).
- Two outdoor ping pong tables
- An 8-foot-wide asphalt path connecting to existing walking paths
- Relocation of picnic tables, bleachers, park rules sign, and dog waste stations.

The preliminary base construction costs are \$731,263.77 with an anticipated schedule of 60% design complete in June, 100% design complete in January 2027, Construction bidding in February 2027, and construction in Spring/Summer 2027.





EXISTING PICKLEBALL COURTS (x4)

EXISTING BALLFIELD

EXISTING BASKETBALL COURTS

EXISTING ASPHALT PATHWAY

EXISTING TENNIS COURTS (x4) & PICKLEBALL COURTS (x16)

Rainier Vista Park Improvements Legend

- ① Standard pickleball courts x3 (34' x 64' total court area)
- ② 8-foot wide asphalt path
- ③ Relocated or new picnic tables x2
- ④ Relocated aluminum bleachers
- ⑤ 40-foot tall ballfield netting
- ⑥ Outdoor ping pong tables x2
- ⑦ Social lawn and space for tournament tents & vendors
- ⑧ Championship & wheelchair court (44' x 74' total court area)
- ⑨ Park rules sign & dog waste bags



Rainier Vista Park Improvements Update

Lacey Parks, Culture and Recreation Board Meeting | Wednesday April 1st, 2026



Background

Community Input

- 2018 Online survey supported outdoor ping pong tables
- 2023 Parks, Culture and Recreation Comprehensive Plan
 - More pickleball courts needed
- Safety concerns softball field 1



Background

Budget

- Total project budget is \$919,618
- We secured these **Grants/Donations;**
 - Up to \$500,000 from the Recreation and Conservation Office (RCO)
 - \$25,000 from the Thurston County Pickleball Association
 - \$5,000 from the PARC Foundation of Thurston County



Background

Project Scope

- 4 pickleball court
- 40-foot tall outfield safety netting
- Two outdoor ping pong tables
- Relocation of pathways



Project Progress



Request for Qualifications (RFQ) Process to select a design firm

- Reviewed seven qualified consultants in December 2025

RWD Landscape Architects Selected

- Local Lacey design firm
- Exceptional pickleball court experience
- Contract in January for \$129,875

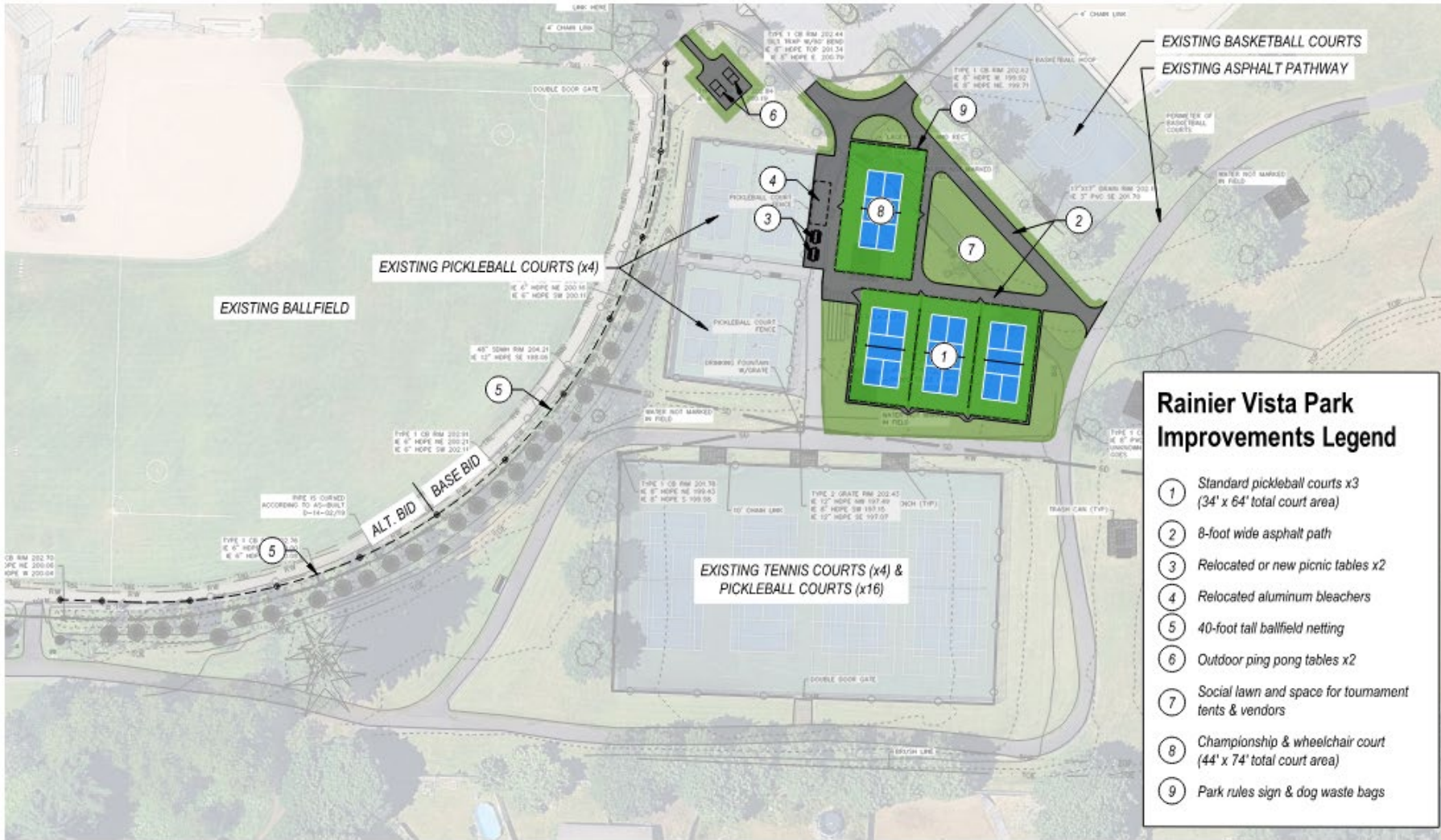
Contract Scope

- 30%, 60%, and 90% design documents
- 100% bid-ready documents
- Permitting
- Construction administration



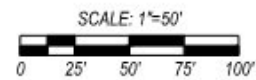
Existing Conditions





30% Site Plan

Rainier Vista Park Improvements - City of Lacey



RWD Landscape Architects
 February 27, 2026
 philip@rwdroll.com
 360.456.3813



30% Estimated Construction Cost

- Site preparation and general conditions: \$107,386.00
 - Site improvements: \$41,886.00
 - Pickleball courts: \$222,348.75
 - Ping Pong Tables: \$35,883.00
 - Stormwater Improvements: \$51,000.00
 - Ballfield ½ netting: \$186,000.00
 - Landscape Improvements: \$22,099.50
- Total **Preliminary** construction base bid w/ tax: \$731,263.77
- Alternative bid item #1: Additional netting (w/ tax): \$153,031.50



Anticipated Schedule

- Complete 60% design: June 2026
- Begin 90% design: June 2026
- Complete 100% design: January 2027
- Bidding: February 2027
- Construction: Spring/Summer of 2027



Next Steps

- **Parks Board Approve the Design Concept**
- **Consultant to proceed into 60% design**
 - Refining deliverables - preparing plan sheets and details, updating cost estimates
 - Complete geotechnical report
 - Begin Civil Design





Any questions?





STAFF REPORT

Parks, Culture, and Recreation Board
April 1, 2026

Subject: High Level Promotions Naming Rights/Sponsorship Agreement
To: Parks, Culture, and Recreation Commission
Prepared by: **Sue Falash, Recreation Manager** 
Department Director: Jen Burbidge, Parks, Culture, and Recreation Director 
Reviewed By: Not Applicable
Final Review: Not Required

Purpose: Action Item

Recommendation: Motion to Approve recommending the HighLevel Promotions (HLP) Naming Rights/Sponsorship Agreement to City Manager.

Brief: The Naming Rights/Sponsorship Agreement with HLP will help Lacey Parks, Culture & Recreation secure sponsorship revenues, through help from professionals, that wouldn't have otherwise been possible.

Alternatives:

1. Provide feedback on elements of the agreement not considered by the company or staff.
2. Some other option not contemplated in the above.

Prior Review:

Not Applicable

Advisory Board Recommendation(s):

Not Applicable

Fiscal Impact:

Budgeted Item: No

Amount:

Funding Source:

Project Code:

Attachments:

1. Naming Rights/Sponsorship Agreement

Policy or Legal Alignment:

2023 LPCR Comprehensive Plan, page 39
Strategic Goal #2, Policy 3b

Background:

The 2023 Lacey Parks, Culture & Recreation Comprehensive Plan, Strategic Goal #2, Policy 3 states: Investigate and identify sustainable, stable long term and revenue-producing options for funding for the project in this Plan and for ongoing maintenance and operations.

One of the objectives under Policy 3 includes researching and considering all reasonable options, including sponsorships. City staff do seek and secure sponsorships, but staff bandwidth and expertise is limited.

In 2025, the Parks, Culture and Recreation Department issued a Request for Proposals (RFP) to identify a qualified firm to assist with the development and implementation of naming rights and sponsorship opportunities. The City sought to procure the services of a third-party consultant to evaluate, advise, solicit, secure, and support the implementation of sponsorships and naming rights for City-owned facilities and events. The goal of this effort is to generate supplemental revenue to support the ongoing operations, maintenance, and enhancement of selected facilities and programs.

The City selected HLP and has been negotiating an agreement with them. The basis of the agreement is that HLP will seek sponsorship opportunities for LPCR, the funds will be paid directly to LPCR, then LPCR will pay HLP 40% of the funds and keep 60%. It's a three year agreement; however, the agreement gives HLP the rights to renew, renegotiate or secure replacement sponsors for any agreements originally sourced for fifteen years from the date of the original agreement.

The agreement specifies that HLP will only handle sponsorships that are more than \$5,000, that all sponsorships must follow the LPCR Sponsorship & Naming Rights Policy, all sponsorships must be pre-approved by LPCR, and that some exceptions apply.

Staff is asking for Parks Board's recommendation of this agreement to the City Manager for signature.



AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the Effective Date set forth on the signature page hereto, by and between the City of Lacey, a code City of the State of Washington (hereinafter “City”) and High Level Promotions, LLC, a Montana limited liability company (hereinafter “Service Provider” and together with City, the “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 as Exhibit A.
 - 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; Termination.**

A. Term. This Agreement shall be in full force and effect upon execution and shall remain in effect until the latter of the following: (a) the third (3rd) anniversary of the Effective Date or (b) the completion of all contractual requirements have been met as determined by City. Service Provider acknowledges and agrees that Service Provider shall complete its work by January 1st, 2029, unless the time for performance is extended in writing by the Parties.

B. Termination. Either Party may terminate this Agreement for material breach after providing the other Party (the "Defaulting Party") with at least thirty (30) days' prior notice and the Defaulting Party fails to cure such material breach within fifteen (15) calendar days after receiving written notice of such material breach. City may, in addition, terminate this Agreement for any reason upon sixty (60) days' prior written notice to Service Provider, provided that the exclusive renewal, renegotiation and replacement rights of Service Provider under the Exclusive Renewal Period (as defined in the scope of Naming Rights, Sponsorship Consulting and Management services attached hereto as Exhibit "A" and incorporated herein by this reference) shall survive any such termination and remain in full force and effect for the duration of the Exclusive Renewal Period. In the event of termination for any reason other than for a material breach, Service Provider shall retain the right to complete any sponsorship arrangements Service Provider is actively negotiating, and City shall pay to Service Provider for all work either authorized as of the effective date of termination and/or performed or completed prior to the effective termination date.

3. **Compensation and Method of Payment.**

A. City shall pay Service Provider for the performance of those services designated in Exhibit "A." Service Provider's compensation under this Agreement is entirely commission-based, as set forth in the commission structure contained in Exhibit "A." There is no hourly rate, retainer, fixed fee, or "not to exceed" amount applicable to this Agreement. Any additional services beyond those described in

Exhibit "A" shall be performed only upon mutual written agreement of the Parties, including agreement on the scope, timeline, and compensation for such additional services.

- B. Payment by City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by City, and the same is approved by the appropriate City representative. Commission payments shall be made in accordance with the payment terms and timelines set forth in Exhibit "A."
- C. The commission structure set forth in Exhibit "A" shall be the sole governing mechanism for Service Provider's compensation under this Agreement.
- 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
Email: Sue.Falash@cityoflacey.org
Phone: 360-491-0857
Address: 420 College Street SE
Lacey WA, 98503

TO THE SERVICE PROVIDER:

Name: Colton Steer
Email: colton@highlevelpromotions.com
Phone: 409.300.5053
Address: 1114 S. Magnolia St
Woodville, TX 75979

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; Intellectual Property.**

- A. All drawings, plans, specifications, and other related documents prepared by Service Provider specifically for City under this Agreement that constitute final deliverables (collectively, "Work Product") shall be the property of City, and may be subject to disclosure pursuant to Chapter 42.56 RCW or other applicable public record laws. 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 City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any Work Product, 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.
 - B. Notwithstanding Section 7(A), Service Provider shall retain full ownership of all proprietary methodologies, valuation models, analytical frameworks, pricing tools, prospect databases, pitch templates, sponsorship platform designs, and other proprietary processes, tools, and materials developed by or pre-existing to Service Provider, whether created before or during this engagement (collectively, "Service Provider IP"). Nothing in this Agreement shall be construed as a transfer of ownership of Service Provider IP to City.
 - C. City is hereby granted a non-exclusive, royalty-free license to use Service Provider IP solely to the extent such materials are incorporated into Work Product delivered under this Agreement, for the purposes of administering, fulfilling, and continuing sponsorship and naming rights agreements secured under this Agreement. This license shall remain in effect for the duration of the applicable sponsorship or naming rights agreements.
 - D. The license granted under Section 7(C) does not include the right to repurpose, redistribute, sublicense, or use Service Provider IP for any purpose beyond the sponsorship and naming rights agreements contemplated herein, including but not limited to engaging a competing service provider using Service Provider IP.
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.
3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

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. **City Cooperation Regarding Sponsorship Activities.** To facilitate Service Provider's performance of sponsorship development and related services under this Agreement, City shall use commercially reasonable efforts to cooperate with Service Provider as follows

- A. **Timely Responses.** City shall use commercially reasonable efforts to review and respond to sponsorship submissions, proposals and sponsor questionnaires provided by Service Provider within ten (10) to fifteen (15) business days after receipt, unless a longer period is reasonably required due to City council review, legal review or other municipal approval requirements.
- B. **Access to Facilities and Assets.** City shall provide Service Provider reasonable access to City facilities, venues and related assets that are the subject of potential sponsorship opportunities for purposes of evaluation, inventory development and sponsor presentations, subject to reasonable scheduling requirements and applicable safety or operational restrictions.
- C. **Designated City Contact.** City shall designate a primary City representative with authority to coordinate with Service Provider and approve routine operational matters relating to sponsorship development, asset evaluation and sponsor communications. City may replace the designated representative upon written notice to Service Provider.
- D. **Support of Sponsorship Deliverables.** City shall use commercially reasonable efforts to support the implementation and fulfillment of sponsorship deliverables that reasonably require City participation, including coordination of branding placements, marketing acknowledgments, sponsor recognition opportunities and reasonable access necessary to perform sponsorship obligations approved by City.

11. **Indemnification and Hold Harmless.**

- A. **Service Provider Indemnification.** 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.

- i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. Service Provider hereby certifies that this indemnification provision was mutually negotiated.
- B. City Indemnification. To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless Service Provider and its respective officers, directors, members, managers, employees, agents, and contractors from and against any and all claims, actions, suits, liability, loss, costs, attorneys' fees, costs of litigation, expenses, injuries, and damages arising out of or relating to: (i) City's breach of this Agreement, (ii) the negligent acts or omissions of City or its officers, agents, employees, or contractors, (iii) any inaccurate, incomplete, or misleading information provided by City to Service Provider or any sponsors in connection with the services or the sponsorship program, or (iv) City's failure to perform or

satisfy any sponsorship deliverables, commitments, or obligations undertaken by City. 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.

- i. City's duty to defend, indemnify, and hold harmless shall not apply to liability for damages caused by the sole negligence or willful misconduct of Service Provider or its respective officers, employees, or agents. Where liability arises from the concurrent negligence of City and Service Provider, City's indemnification obligation shall apply only to the extent of City's negligence or breach.
- ii. City's duty to defend, indemnify, and hold harmless shall include reasonable attorneys' fees, costs of investigation, settlement expenses, court costs, and other reasonable claim related expenses incurred by Service Provider.

C. Mutual Indemnification. The parties acknowledge that the indemnification provisions set forth in this Section were mutually negotiated and are intended to allocate risk between the parties in a commercially reasonable manner.

12. **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.

13. **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.

14. **Subcontracts**. Except as otherwise provided herein, Service Provider may engage subcontractors to perform portions of the Services contemplated under this Agreement under the direct supervision and control of Service Provider without obtaining prior approval of City. Service Provider shall remain fully responsible for the acts and omissions of its subcontractors and for their compliance with all terms of this Agreement. For any

subcontractor who will have direct, independent contact with sponsors or City officials, Service Provider shall notify City via email to the designated City contact identified in Section 4, identifying the subcontractor's name, role, and scope of engagement. City shall have ten (10) business days from receipt of such email notification to object in writing. If City does not object within such period, the subcontractor shall be deemed approved. Any objection by City shall include a reasonable basis for the objection and shall not be unreasonably withheld.

15. **Confidentiality.** Service Provider may, from time-to-time, receive information that 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.
16. **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.
17. **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).
18. **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.
19. **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.
20. **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.

21. **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 _____.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
Rick Walk
City Manager
City of Lacey

By: _____
Colton Steer
CEO / Co-Founder
High Level Promotions

Approved as to form:

David Schneider
City Attorney

Exhibit A

Naming Rights, Sponsorship Consulting and Management

EXECUTIVE SUMMARY

LPCR seeks a third-party service provider to evaluate and secure supplemental funding and private revenue streams for the development of parks and facilities, and continuing operation of programs, via Naming Rights and Sponsorships in Lacey, Washington.

HLP, L.C. (also referred to as “HLP”) is a multidimensional service provider experienced in providing Naming Rights and Sponsorships development and acting as a service provider to serve as a catalyst in subsidizing project expenditures by way of strategically maximizing revenue associated with naming rights, sponsorships, corporate partnerships, and the like.

Naming Rights and Sponsorships benefits packages may include, as mutually agreed by the parties, exterior and on-site exposure, media coverage, digital assets, hospitality, and a host of other opportunities traditional marketing channels cannot provide, generally described in the “Evaluation”, “Platform Development”, and “Sales Execution” provisions as follows:

EVALUATION

EXAMINATION OF THE LOCAL MARKET

- Assessment of the competitive landscape
- Assessment of the cooperative landscape

REVIEW OF FACILITIES

- HLP will analyze the Sports Campuses, facilities, and complexes to identify and review key assets, including any existing sold and unsold inventory (if applicable).
- HLP will typically separate and catalog these assets as different key categories.
 - Naming Rights
 - Shared Sponsorship
 - Primary Partner
 - Sponsorships
 - Iconic Landmarks
 - Permanent Signage
 - Social Media Exposure
 - Email Exposure
 - Digital Signage
 - Intellectual property
 - Category Exclusivity
 - Hospitality

- Print
- Database marketing
- Website Exposure

IDENTIFICATION OF NEW ASSETS

- Analyze the viability of traditional inventory associated with naming rights and sponsorships
- Creatively develop and unlock opportunities associated with non-traditional assets
- Evaluate the marketability of all assets to determine revenue potential
- Analyze traditional and creative assets for hospitality
- **The goal is to generate significant incremental revenue**

QUANTITATIVE BENEFITS

- Website Exposure
- Social media, email, & digital exposure
- Sponsor ID on official property website. Includes corporate logos, links to sponsor website, banner ads and sponsor videos. HLP values website exposure based on total unique visitors to a property website and/or social media.
- On-Site Signage
- Refers to sponsor ID on static signage, such as LED or video boards, wayfinding signage, banners along concourses and iconic landmarks. HLP values on-site signage based on quality and quantity of impressions, as well as signage location, size and quantities.
 - Activation & Promotional Opportunities – Sponsorships
- Refers to assets that are typically used to activate a sponsorship, such as new technology, emerging media, interactive displays, product sampling, and promotional giveaways.

RATING OF QUALITATIVE BENEFITS

- Prestige Factor-Loyalty
- Refers to the brand equity that the property has built up. The more prestige a property possesses, the more likely sponsors will seek to associate with it and LPCR will retain spending onsite.
 - Refers to the affinity that a property's audience has for the property. When a property possesses a high degree of audience loyalty, sponsors believe that loyalty will rub off on their brand through the association. When a property possesses a high degree of audience loyalty, sales generally benefit from positive interactions with LPCR.
 - Sponsor Protection and Ease of Activation

- Refers to the protection a sponsor receives against ambush marketing, the degree to which sponsor clutter is minimized at the property, and whether the sponsor enjoys category exclusivity as part of its sponsorship package. Not selling sponsor benefits á la carte, keeping the property as clean and clutter-free as possible, and offering the sponsor category exclusivity constitutes a high degree of protection.
- Refers to the ease with which sponsors can promote and activate their sponsorships. For instance, a telecommunications company is presented with a natural opportunity to engage the audience and activate an arena sponsorship by providing free Wi-Fi hotspots for guests.
 - Track Record
- Refers to the property and/or LPCR's history in both fulfilling sponsors and renewing sponsorship deals. Properties that provide a high level of service and consistently overdeliver for sponsors are more likely to have higher renewal rates, therefore increasing the desirability and the value of the sponsorship.

ESTABLISHMENT OF ASSET PRICING

- Compare fair market value calculations versus “real-world” sales experience and intimacy within the market and familiarity with the business landscape.
- Review an alignment of pricing with the LPCR leadership team.
- Fair market value baseline for conservative and aggressive scenarios.
- Impact of negotiation on final pricing.
- Include (if applicable) realistic sales projections for year 1 and beyond.

CALCULATION OF FAIR MARKET VALUE

- Measurement of quantitative benefits
- Rating of qualitative benefits
- Comparable properties
- Profile of demographic and socioeconomic indicators
- Assessment of geographic reach

PLATFORM DEVELOPMENT

BUILDING OF NAMING RIGHTS/SPONSORSHIP PLATFORMS

- Key objectives
- Enhance the venue
- Improve the guest/visitor experience
- Successfully meet the objectives of the sponsor
- Maximize sponsorship revenue/Deliver ROI to the sponsor
 - Structure

- Discuss overall sponsorship philosophy for the property (i.e. clutter-free)
- Assessment of a multi-tiered sponsorship platform
- Development and defining of a “Signature Partner” type concept
 - Create variety and competition-free environment inside the facilities
 - Create new assets/new opportunities
- Create new products and opportunities
 - Active - Interaction with LPCR base

SALES EXECUTION

DEVELOPMENT OF PROSPECT DATABASE

- Develop an approach strategy for incumbent sponsors
- Identify and tier qualified local and regional prospects
- Assess specific sponsorship opportunities unique to the property
- Utilize knowledge of marketing initiatives to strategically rank and tier categories and appropriate candidates

EXECUTION OF SPONSORSHIP SALES

- Extensive prospecting and research
- Arrange initial needs analysis meetings to gain an understanding of prospects
- Creation of customized presentations and proposals (Review LPCR current sponsorship packaging model) – make sure to state LPCR will review any before they go out
- Negotiations management and contract execution
- Provide sales pipeline reports on a mutually determined schedule

MANAGEMENT OF NEGOTIATION PROCESS

- Follow up on all proposals to review and overcome objections
- Define the decision-making process and timeline. Identify opportunities to restructure proposals as needed
- Once the partnership is finalized, draft agreements and manage contract execution

SCOPE, TERMS & PROFESSIONAL FEES SCOPE OF WORK

- The purpose of this partnership is for HLP to reasonably determine the potential supplemental revenue LPCR could generate via the sale of Naming Rights & Sponsorships, and thereafter, represent the organization as an exclusive sales agent to sell such sponsorships accordingly.

- HLP may, at an additional cost as mutually agreed by the parties, also seek grant opportunities or other funding mechanisms to help achieve offset of operational costs or facility expansion.

PHASE I: PLANNING

- HLP will send LPCR's designated contact(s), via e-mail, a checklist requesting a variety of items needed to effectively gain a much deeper understanding of the complexes. Please note that some of these elements may not currently exist, and we may need to make some educated estimates during planning.

PHASE II: EVALUATION

- HLP will work with the necessary parties to review the checklist, tour the site(s) thoroughly, and address all other relevant topics. Such correspondence will be pertinent and critical to work/timing associated with all future phases of the project. Thereafter, HLP will perform all services previously outlined in the "Evaluation" section.

PHASE III: SALES EXECUTION

- Upon completing Phases 1-2 and providing all results to appropriate individuals, HLP can commence naming rights and sponsorship sales execution, including the services previously detailed within the "Sales Execution" portion of this presentation, which include but aren't limited to:
 - Development of a prospect database
 - Turnkey sales execution
 - Management of the negotiation process

TERMS & PROFESSIONAL FEES

- Term shall commence on the date of signing.

The Term of this Agreement shall be for thirty-six (36) months unless otherwise specified in writing prior to the agreement being signed. High Level will have the right to renew and renegotiate with the entity they've secured for all deals secured by High Level each time the sponsorship contract is up for a period of fifteen (15) years from the date of the original sponsorship agreement (the "Exclusive Renewal Period"). The foregoing exclusive rights shall survive the termination of this Agreement and shall remain in full force and effect for the entirety of the Exclusive Renewal Period, irrespective of whether this Agreement is otherwise terminated or expired. The agreed-upon commission will be the same commission structure used for all renewal/renegotiation periods unless otherwise agreed-upon in writing.

- LPCR reserves the right to approve or decline any proposed sponsor or renewal/renegotiation, and has final authority on all sponsorship agreements regardless of whether sourced by HLP.

- Independent Entity: In the event that High Level remains an independent and operational entity, and is not acquired by, merged with, or otherwise subject to a change of control, the rights set forth herein shall remain valid and enforceable. In the event that High Level is acquired, merged, or undergoes a change in control, the rights to renew, renegotiate, or secure replacement sponsors shall remain in effect for a minimum of fifteen (15) years from the date of the original sponsorship agreement. For any renewal periods beyond the fifteenth (15th) year, the Client agrees to engage in good faith negotiations with the successor or acquiring entity of High Level to determine the continuation of such rights. In all events, any commissions earned by, or contractually due to, High Level for services rendered or agreements executed during the applicable renewal period shall remain fully payable in accordance with the payment terms set forth in this Agreement.

- Conditional Exclusivity: In order to maintain exclusive rights over any individual sponsorship asset secured by High Level, High Level must present to the Client a renewal or replacement sponsorship agreement materially acceptable at fair market value no later than thirty (30) days following the expiration of the then-current sponsorship term.

If High Level is engaged in active negotiations with a qualified sponsor and can verifiably demonstrate via email communications, letter of intent, etc. that a renewal or replacement agreement is nearing completion, the Client shall grant High Level a one-time extension of up to an additional ninety (90) days (resulting in a maximum exclusivity window of one hundred twenty (120) days post-expiration of sponsorship or naming rights agreement). During such extension period, High Level shall retain exclusivity with respect to the applicable sponsorship asset.

If High Level fails to present a materially acceptable agreement within the applicable time frame (i.e., either thirty (30) days or one hundred twenty (120) days, as extended), then the Client may, at its sole discretion but not obligation, revoke High Level's exclusivity with respect to the affected sponsorship asset. In such an event, the Client shall be free to negotiate directly or engage a third party to secure a replacement sponsorship for that specific asset. Any revocation of exclusivity under this Section shall apply solely to the specific sponsorship and/or naming rights asset(s) in question and shall not affect High Level's rights or entitlements with respect to other sponsorship assets or commissions earned under this Agreement.

- HLP Exclusivity. Client agrees that High Level Promotions, LLC ("HLP") shall have the exclusive right to represent Client in connection with the identification, solicitation,

negotiation, and execution of sponsorship, advertising, and/or naming rights partnerships related to the property(ies) or assets covered under this Agreement. During the term of this Agreement, Client shall not authorize, engage, or permit any other individual or entity to perform services that are the same as or substantially similar to those described herein without the prior written consent of HLP. This exclusivity applies to all direct and indirect inquiries, leads, or proposals related to the scope of this Agreement, regardless of the source.

■ **ALL Lead Structure:**

Structure	HLP Commission	Value Threshold
ALL LEADS	40%	\$5000 and Above

Scholarship Clause:

If a business chooses to allocate a portion of its investment directly to a scholarship involving LPCR, High Level Promotions will take its commission on the scholarship amount via a tax credit from the 501(c)3 instead of in cash value.

Example:

Business A: Does a \$110,000 per year deal with \$100,000 going towards marketing, naming rights, etc, and \$10,000 towards a scholarship fund. HLP will receive its commission of the \$100,000 per year, consistent with the structures above, and will receive a tax credit from the 501(c)3 as payment for the \$10,000 scholarship per year.

Further

Considerations:

- The percentages of gross revenue will be paid to HLP within thirty (30) business days after the LPCR has received payment from a sponsor.
- LPCR understands the obligation to share the applicable percentage of gross revenue with HLP as outlined herein applies to every sponsor/partner secured by HLP, any future sponsorship partner that HLP makes contact with and comes to fruition for the project during the term of the agreement.
- Once this agreement is signed and only with the exceptions agreed to and listed below, all Pre-existing relationships between a sponsor and the LPCR will be considered void. Both parties agree that if any prospect approaches LPCR about a sponsorship that's covered under this agreement, LPCR will hand off the relationship to HLP LLC. LPCR will be prohibited from signing on a sponsor directly who wants advertising and not including HLP.
 - Exceptions agreed to:

- Lacey Museum and Lacey Research Center, the facilities and all exhibits associated with
 - Lacey Museum programs and events: must have express permission first
 - All properties included on the Lacey Register of Historic Places (for example, Jacob Smith House)
 - Service Clubs / Service Organizations (for example, Lions, Rotary, Kiwanis, Soroptimist)
 - All sponsorships that are \$5,000 or less annually
 - In-kind contributions must be pre-approved prior to acceptance.
- Donations vs. Sponsorships:
 - Donations:
 - Nothing in this Agreement shall prohibit Client from soliciting or accepting bona fide charitable donations. A “Donation” shall mean a voluntary transfer of funds or property made without any expectation of substantial return benefit, advertising, promotion, marketing recognition, or other commercial consideration. Permissible donor acknowledgments shall be limited to non-promotional recognition customarily allowed under applicable federal tax laws, including Internal Revenue Code §170 and related Treasury Regulations (e.g., name listing, logo placement without slogans, calls to action, pricing information, or comparative language).
 - Sponsorships:
 - Any payment, contribution, or transfer of value made in exchange for advertising, marketing exposure, promotional benefits, naming rights, category exclusivity, hospitality, digital or on-site signage, media exposure, or any other commercial or marketing benefit shall be deemed a “Sponsorship” (or “Qualified Sponsorship Payment,” as applicable) and not a Donation. All Sponsorships fall within the exclusive scope of this Agreement and are subject to High Level Promotions’ (“HLP”) representation rights and commission structure, regardless of whether such payments are characterized by a third party as a “donation,” “contribution,” or similar term.
 - The Parties acknowledge that providing substantial advertising or promotional benefits in connection with a payment received by a tax-exempt entity may constitute unrelated business taxable income (“UBIT”) under Internal Revenue Code §513. Client agrees that no donor or third party shall receive advertising or promotional benefits in connection with a Donation that would cause such payment to be recharacterized as taxable sponsorship or advertising revenue. If a donor or third party requests or receives benefits that exceed permissible donor

acknowledgment standards, such arrangement shall be treated as a Sponsorship under this Agreement.

- No Circumvention:
 - Client shall not structure, accept, or permit any payment to be labeled or processed as a Donation for the purpose of avoiding sponsorship classification, HLP commissions, or applicable tax obligations. All questions of classification shall be resolved in a manner consistent with federal tax law and the economic substance of the transaction.

- In the event a sponsor wants to work with LPCR directly, and the sponsorship is in jeopardy of not coming to fruition, LPCR may work with the sponsor directly. However, any commissions that would have been due to HLP LLC because of this contact would remain due.

- HLP will be paid the commissions due within 30 business days after LPCR has received sponsor payment from a partner/donor. If a sponsor fails to make their annual payment to LPCR for any reason, HLP will not be paid their commissions due. HLP will have the right to find a new sponsor under the terms of this agreement to replace the existing sponsor if the existing Sponsor does not cure the breach of contract or make payment to LPCR.

- Gross revenue payments will be paid over the life of such agreements, unless otherwise indicated and mutually agreed upon (i.e. lump sum payout).

- LPCR understands the obligation to share Gross revenue with HLP, if applicable, may extend beyond the expiration of agreement. For example, if a 10-year/\$100,000 partner was secured by HLP with a payment schedule of \$10,000/year, HLP and LPCR would each receive the agreed-upon gross revenue each year for 10-years.

- HLP shall invoice LPCR and LPCR shall pay HLP within thirty (30) business days an amount equal to the agreed-upon commission of the value of any “in-kind” or “trade” partnerships secured by HLP based on the dollar value associated with the trade. All In-kind trades will be approved by a designee of LPCR.

- Unless otherwise agreed by the parties, LPCR is responsible for providing HLP with digital and printed materials needed to successfully execute this project. LPCR represents and warrants that all materials submitted to HLP do not and shall not during the term of this Agreement infringe upon any third-party intellectual property rights.

- HLP shall follow LPCR Naming Rights and Sponsorship Policy located in Exhibit B. HLP shall submit completed questionnaires to LPCR staff prior to confirming sponsorship agreements.

- PROMOTIONAL ANNOUNCEMENTS: Client agrees to publicly announce the partnership with High Level Promotions (“HLP”) through at least one (1) official joint press release or public news announcement and one (1) social media post within thirty (30) days following execution of this Agreement. These communications shall accurately reference HLP’s role as the exclusive agent for sponsorship and naming rights representation and shall be posted via the Client’s official communication channels, including but not limited to the Client’s website and social media accounts. All messaging shall be subject to mutual review and approval by both parties before distribution, which approval shall not be unreasonably withheld, delayed, or conditioned.
 - As part of the sponsorship and marketing process of HLP, LPCR should be aware that, upon securing large and/or critical sponsorships, additional promotional announcements will be requested in partnership with the city and LPCR. ALL promotional announcements will be subject to mutual approval.

Potential Examples: newsblasts, social media announcements on LPCR pages, email blasts, etc.

- Travel Expenses: All travel expenses must be pre-approved by LPCR. The then pre-approved travel expenses incurred by High Level in connection with this Agreement shall be reimbursed at actual cost. Reimbursable expenses include, but are not limited to, travel-related costs (e.g., fuel, airfare, vehicle rentals, per-diem), lodging, and event-related expenses (e.g., naming rights ceremonies, large sponsor pitches, etc). All travel and associated expenses must receive prior written approval from the Client.
 - Additional Expenses: HLP will be responsible for all other out-of-pocket expenses associated with the project, including internal staff compensation, entertainment, and other costs of doing business.

Parks, Culture & Recreation Correspondence

Correspondence	Response
<p>3.3.26 – Dan L.</p> <p>Hi Lacey Parks, I live in the Seattle area, and I've gone through a couple rounds of kid baseball and softball over the past 10 years. I think the first time I visited RAC was about three years ago.</p> <p>In those 10 years, I've also owned five different electric vehicles. Only one of those vehicles was CHAdeMO compatible, and another had CCS as an option to charge.</p> <p>In the 48-ish total hours spent at RAC with my family, I have never seen anyone using these six beautiful chargers in the RAC parking lot.</p> <p>I admittedly don't have all the details why you chose those charge connection options for RAC, but there were probably checkboxes to be "green" on this gigantic Park project list, and you filled them... but is anyone measuring the use rate of these devices? <u>Is anyone considering converting to or adding J-1772 connectors on these devices?</u></p> <p>Unless there is a ridiculous connection fee, or the kilowatt per hour rate is ridiculous, I would love to charge on these chargers every time I visit. A sports complex is an ideal place to charge because you know you will be there for a couple hours at least, which sometimes almost makes a connection rate (along with charge rate) reasonable. So much more detail I could add in email, I would be happy to offer my personal volunteer hours to contact ChargePoint and/or any local or suggested electrical contractors that may upgrade a couple of these devices, and provide plan specifics to the appropriate project manager within your city.</p>	<p>Reply from Public Works Management Analyst, Marcus Hoch:</p> <p>Good Afternoon Dan, I appreciate your detailed message and the perspective you bring as both a frequent RAC visitor and long-time EV owner.</p> <p>ChargePoint was selected based on direction from the City Council as part of our broader sustainability and resilience work, following the adoption of the Thurston County Climate Mitigation Plan in 2021. When we evaluated potential sites and charger types, ChargePoint offered the best fit for consistency and long-term management across City facilities.</p> <p>Our first installations included both Level 2 and DC fast chargers at three locations, including City Hall. When the RAC was added later, staying with ChargePoint helped us keep operations streamlined rather than managing multiple systems with different interfaces.</p> <p>In terms of usage, the DC fast chargers continue to be the most popular across our network. The six RAC units are actually among the highest-use chargers we operate—Stations 1 and 6 are the top two overall. Level 2 usage, on the other hand, has been very limited.</p> <p>Your offer to help and your willingness to share your experience mean a lot. If staff have follow-up questions or opportunities to explore connector options in the future, we'll be sure to reach out.</p>

<p>Feel free to pass my email and phone number along to those individuals willing to discuss more details, and if there are any general questions for me I'd love to answer those as well.</p> <p>Thank you, Dan Lund</p>	<p>Thanks again for taking the time to write and for supporting EV infrastructure in our community.</p>
<p>3.6.26 Kaitlyn D.</p> <p>Hi Jenny, I hope this message finds you well! Our names are Kaitlyn and Chiquel Davis and we are local residents and the founders of a new mobile sauna and contrast therapy business focused on health, wellness, and community connection - Haven Sauna. We are so thankful Malcolm could share some information regarding our business with you and connect us!</p> <p>We are reaching out to explore the possibility of hosting sauna sessions locally. We have tried to connect with Tolmie State Park, Burfoot Park, Black Lake, and a few other local locations. Our goal is to provide an exceptional experience for our fellow Washingtonians within our community, long term. Our concept is simple and intentional: participants would experience a cold-water plunge in a local waterfront, followed by a guided warm-up and recovery session inside our mobile sauna. There are a few other locations practicing within the state, and we would love to connect regarding how we can bring this experience to the Thurston County area.</p> <p>Our goal is to create a safe, respectful, and enriching experience that highlights both the natural beauty of the local waterfronts, and the growing interest in outdoor wellness and mental health. We would handle all logistics related to our mobile sauna setup, participant flow, and on-site supervision, and we are more than willing to comply with any permitting, insurance, safety, or operational requirements needed to make this a successful and compliant partnership.</p> <p>We would love the opportunity to discuss how to implement this business model moving forward, and how we could collaborate in</p>	<p>Reply from Senior Park Planner, Jenny Wilson:</p> <p>Hi Kaitlyn, Thanks for reaching out. Sounds really interesting. I have a few clarifying questions:</p> <ul style="list-style-type: none"> • Are interested in Long Lake Park (off Carpenter Rd)? This is our primary waterfront park that includes a swim area and restrooms. • How is the sauna heated? • Would the sauna be brought in and removed each day (not left onsite overnight)? • You will be collecting a fee from participants? Are you thinking the sauna would just be available for drop in use? Or, would be more of a program or class requiring pre-registration/pay? • Where are you currently operating from? <p>The reason I ask is that we need to consider some park rules that may apply.</p> <p>Follow up communication from Senior Park Planner, Jenny Wilson:</p> <p>Thank you for sending the additional information and your patience.</p> <p>The primary rules that apply are:</p> <ul style="list-style-type: none"> • "The collection of a fee for use of a park or facility, or conducting an organized activity for which a fee is collected or donations are solicited, is not permitted without prior approval."

a way that serves the community while respecting nature and other visitors.
Is there any way you would be willing to connect to discuss this opportunity? We would also be happy to propose our business plan, if that would be helpful.
Thank you so much in advance! We truly look forward to hearing from you. Warm regards, Kaitlyn & Chiquel Davis

Follow up Information Provided:

- Long Lake Park is the ideal location
- The sauna is heated by wood-burning stove
- The sauna would not be left onsite overnight
- Yes, fees would be collected via pre-registration or drop-in but could be negotiated for terms of use with the City, if desired.
- They are licensed, insured and could add the City as additionally insured.

- Fires are also not allowed in parks except in designated areas; however, based on the fully enclosed photos you provided, that does not appear to be an issue.

Approval for commercial activity in parks is through a formal Request for Proposals (RFP). This process allows interested vendors to submit proposals and establishes a competitive evaluation process for fees, lease terms, or services.

At this time, we do not have plans to initiate that process. However, the Parks Board Work Plan does include a goal to research and consider mobile vendors in parks. That future effort could provide an appropriate avenue for proposals such as a mobile sauna to be considered. We are currently limited in our capacity to initiate new projects and conduct the research necessary to develop that process. If you are interested in participating in a future RFP process, please let me know. I would be happy to stay in touch and reach out when we begin developing our mobile vendor policies.

Thanks for your interest in our parks. Thanks, Jenny

3.6.26 Steve C.

Hi, Jen. Just following up on our phone chat re: the possibility/feasibility of holding a small inaugural XC meet at Cuoio in the fall of 2026. I'm thinking some kind of kick off with NT/RRHS/Timberline. Or, it could be just two schools. Late September would be the ballpark time to shoot for. Thanks for giving it some thought and let me know what you think—no big rush at this point.

Thanks—have a great holiday season!

Reply from Director, Jen Burbidge:

Hi Steve, Getting back to you regarding your request for XC meet at Greg Cuoio Park this Fall. I wish I had better news, but we unfortunately aren't able to do it. Here's why:

- We need at least one full year from opening to ensure the grass is well established and become familiar with the site and the options that will and won't work there. Our intention was to open by the end of 2025, but we're still not open yet as the construction company has gotten delayed in finishing up their items.

- After that first year, a XC meet may not end up being an approved use for the site. We were only able to complete Phase 1A, which didn't include water, restrooms, and the XC and other events area that we eventually have planned. It also did not unfortunately include a maintenance position to support this large park space, which is going to be a huge challenge on a regular day, but particularly when it comes to being able to pull off events in the park. Phase 1B, which could have been funded by the MPD proposal (but as you know, it didn't pass), will include water and restrooms, and further upgrades.
- Not enough parking, and there's no overflow (dangerous on Carpenter Road)

The good news is that once the park is open your XC teams might enjoy practicing there! There will be some good, forested loops for them to explore 😊

Here's the information we currently have regarding Park Rentals at Greg Cuoio Park:

Park Rentals

- Park rentals (not shelter rentals) will be coming online at some point in the future. Due to restrictions at the site for Phase 1A (such as no restrooms, no water access, and limited parking), once park rentals do come online they will be geared more toward passive uses such as family gatherings, school groups, community organizations, and disc golf tournaments and geared less toward festivals and events (those that include food vendors and large numbers of people). Park rental staff will be available to answer questions about this, and also

	<p>be able to recommend other locations in our park system that are better equipped with infrastructure and parking for large events.</p> <ul style="list-style-type: none"> • As we know Greg Cuoio Park has a 20+ year master plan that will be developed as funding becomes available, and the long term vision for the site looks a lot different than what we're able to provide in the near term; but we are excited to be able to open the doors as this is such a long anticipated addition to Lacey's parks! <p>Please let me know if you have additional questions, and again I wish I had better news. Thanks, and Go RAMS!</p> <p>Jen Burbidge, Director</p>
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3.6.26 Susan C.

To: Lacey City Council

Once again, I am disappointed and angry in the lack of transparency and the secrecy surrounding the City of Lacey's actions. It took a public disclosure request to uncover your decision to relocate Lift Station #4 to a small neighborhood park; Wanscher's Park, MY neighborhood park.

My decision to move to the City of Lacey after retirement, and this neighborhood in particular, was predicated on a number of factors, two of which were: 1) the beautiful Wanschers Park on the shores of Hicks Lake and, 2) the plethora of wild life that inhabited the park and the surrounding acreage south of the boat launch. Unfortunately, the city allowed half of the southern acreage to be developed and now both those trees and wildlife have disappeared.

Reply from Communications Specialist Jenny Bauersfeld:

Dear Susan,

On behalf of the Lacey City Council, thank you for taking the time to write and share your concerns regarding the relocation of Wastewater Lift Station 4 (LS4). The City appreciates hearing from residents who care deeply about their community and the character of their surrounding neighborhood.

We appreciate the opportunity to clarify the City's position following the March 4 Parks Board meeting. As you heard in the meeting, the City constructed LS4 in 1974. After more than 50 years of service, it has reached the end of its useful life and **no longer meets modern standards for size, safety, or security**. More so, modern facilities require a larger footprint, approximately 5,000 square feet, roughly twice the current location's size.

Lacey is supposed to be a City of Trees. Lacey states in their Mission, Vision, and Motto that they “Balance Growth with Protecting our Environment” and they are “Shaping Our Community Together.” Neither of those statements appear to be true, or at best, those statements are very selective.

On Wednesday evening numerous Hicks Lake area residents, including me, attended the Lacey Parks Board meeting where the relocation of Lift Station #4 to inside Wanschers Park was to be discussed. We only found out about this relocation a couple of weeks ago even though it has been a topic of discussion at the City of Lacey as early as May 14, 2024.

It was apparent to me that the Parks Board was put in an untenable position at this meeting. The City of Lacey had already made the decision to relocate the lift station to Wanschers Park, but the board was given the responsibility to determine to which location, North or West. I doubt they were prepared for the resident response they witnessed at the meeting. After their discussion, the board called for a vote and voted that they needed more information before making a recommendation. It was pointed out by Jennifer Burbidge, Director, that, if they could not make it, the City Planning Director would make the decision. It was also disturbing to me that most of the board members hadn't even seen the property, or those locations, on which they were tasked to vote.

The neighbors attended this meeting in good faith, but it was soon apparent that it didn't really matter; the decision had already been made and the only option for the Board was to choose a location and rubber stamp the City Manager's decision.

I recognize that Lift Stations are not the responsibility of the Parks Department however, no mention of issues with the current lift

Relocating LS4 to Wanschers Park is one option identified as technically feasible. That said, please understand that this project is still in the **early stages of evaluation**, and after initial feedback from the Parks Board, City staff will **conduct additional analysis** to better understand what location options may be feasible inside and outside the park. This work will help refine potential alternatives and provide a clearer picture of what may be possible moving forward.

The City values transparency and clear communication. We also recognize that the way this information was shared may have caused concern and distrust; please know that was not our intent. As this work progresses, we will keep the community informed and anticipate sharing additional information in the coming months, including **opportunities to learn more** about the project and **provide input**.

We recognize that residents value Wanschers Park as an important community asset and care deeply about its natural setting and future. The City shares those values. We have a responsibility to ensure that essential wastewater infrastructure remains reliable and safe while respecting our shared values and protecting the qualities that make places like Wanschers Park special.

Thank you again for sharing your perspective. Your input, along with feedback from other community members and park users, will help inform the analysis and future discussions about this project.

Kind Regards,
Jenny

station affecting Wanschers was mentioned in the 2023-2029, Lacey Parks Culture & Recreation Comprehensive Plan. In this report, the city identified Wanschers Park as needing an updated master plan to include parking lot renovation/expansion, with public input requesting a swim area, dock installation, restrooms, park shelter, spray park, and off-leash dog area. NO MENTION of a Lift Station. By taking away land from the park itself, the City of Lacey limits Wanschers from having adequate parking and/or other future amenities. And again, this will destroy trees, vegetation, and wildlife.

As noted by the City Engineer who attended the meeting, the current lift station is old and should be replaced, but more than likely, has a few additional years of life left in it. This estimate should certainly give the City of Lacey time to explore other options for relocation rather than to a 14.89-acre park bequeathed to the City by Lettie Wanschers. I doubt Lettie Wanschers intended to gift the land as a park **AND** a sewer lift station although the city says there is nothing in the bequeathment prohibiting it. Except maybe gifting in good faith?

Most disturbing to me is that in earlier protests by the community regarding the two large multi-family apartment developments on the shore of Hicks Lake, south of the boat launch, community members were assured that no further infrastructure development would be needed. This is NOT TRUE. According to one of the documents shared in the records request, one reason cited for the need to upgrade sewer equipment is increased capacity due to "new multi-family developments coming soon" This clearly refers to those projects. Had the city performed an accurate assessment and due diligence at the time, the cost and location of a replacement lift station could have been mitigated then, without the loss of land in Wanschers Park, and with all or partial development dollars.

It is my opinion that the neighbors should have been involved in the lift station discussions and that the city should have explored other location options more fully. I believe this should still be a priority along with exploring options for an updated CURRENT lift station.

I also believe that the city should explore various lift station designs with a smaller footprint and ones that are more environmentally friendly with infrastructure that is esthetically pleasing.

Do your due diligence and BE TRANSPARENT. Involve the community. Don't just give us lip service.

The City of Lacey can still do what is right by Wanschers Park. **If the City of Lacey actually cares about protecting our environment and shaping our community together.**

Thank you. Susan

3.18.26 Friends of Wanschers Park

Thank you for responding to our public comments at both the Parks Board and City Council.

We understand that Lift Station 4, must be replaced due to age, size, and condition; however, as stewards of Wanschers Park, we are concerned that necessary infrastructure upgrades should not come at the expense of this limited and valuable public space. The City must identify an alternative site for the lift station that does not require the use of park property so that this public space can be preserved for its intended purpose.

We also echo the Mayor's remarks about the need for strong advocates for Wanschers Park, particularly given that the park has not received the public investment it deserves. Friends of Wanschers Park believe it is our responsibility to serve as a community advocate for the park.

Thank you for informing us that the City is conducting additional analysis and planning future communication with those affected by this decision. As you acknowledged, there has been a lack of trust within the community regarding the City's transparency about plans for this lift station. We hope that open communication and the sharing of information can begin to rebuild that trust.

To help us better understand the project and avoid the need for formal public records requests, we would appreciate clarification on several aspects of the analysis and overall process. We have grouped our questions into categories and would appreciate a written response addressing each point:

Site Analysis and Alternatives

- What analysis of the proposed site has already been completed, and what additional analysis is currently underway?
- What criteria is the City using to evaluate the suitability of alternative sites for the lift station?

Project Scope, Timeline, and Funding

- What is the overall project timeline and estimated budget?
- What are the funding sources for this project?

Policies and Decision-Making Process

- What City policies, procedures, or guidelines govern the decision-making process and timeline for siting, designing, and constructing lift stations, particularly when park property is involved?
- What are the key steps and decision points before project design can begin?

Community Engagement

- What specific plans does the City have for sharing information with the community (for example, open public meetings or other format with City officials)?
- When will the analysis be shared with the community?
- What opportunities will residents have to provide meaningful input before decisions about siting are finalized?
- How will the City review and respond to community feedback?

We understand that some information may still be in development. However, sharing what is currently available would help address community concerns, allow us to better understand the process, and remain constructively engaged as decisions are made.

We appreciate your attention to this and believe that a more inclusive process will yield a better result for the whole community. It is critical to weigh the long-term value of preserving this precious park land for future generations against immediate infrastructure needs. Thoughtful planning and careful consideration of alternative solutions can ensure the necessary upgrades are achieved without compromising the integrity, accessibility, and character of this vital public space. We hope the City will balance their fiscal responsibility with common sense, and with a genuine respect for this green space our community uses and loves.

Thank you, Friends of Wanschers Park Steering Committee

Susan Cooksey
Marilyn Eshenbaugh
Stacy James
Jeff McKenzie
Liz Mercer
Janet Ikeda

3.17.26 Haven Sauna

Hello Jen and Jenny,

I hope you're doing well! I recently connected with your team regarding the possibility of bringing our mobile sauna to Long Lake Park, and I completely understand the initial concerns around park use and structure.

I wanted to follow up briefly with a slightly different approach that may align more closely with the City of Lacey's goals around community wellness.

My wife and I own Haven Sauna Olympia, a small, family-run mobile sauna that offers private, reservation-based wellness sessions. Rather than operating as a traditional commercial setup in the park, we're wondering if there may be an opportunity to pilot this as a structured wellness offering in partnership with the City.

Our intent would be to host small, pre-booked sessions only (no walk-ups or on-site transactions), creating a controlled and low-impact experience that supports relaxation, recovery, and mental wellbeing. This could be especially meaningful for community

Reply from Director, Jen Burbidge:

Hi there,

Thank you for your follow-up and for taking the time to further explain your approach to supporting community wellness.

While your proposal to offer small, pre-booked sessions represents a slightly different model, the activity would still be classified as a commercial use of park property. This is because services are being provided in exchange for a fee – regardless of whether payment is collected offsite, the service itself is occurring within the park. Additionally, the use of a trailer is a clear representation of a business presence on park property.

As previously mentioned, the Parks Board Work Plan does include a future goal to explore policies related to mobile vendors in parks. Should that effort move forward, we will be sure to reach out and include you in future opportunities.

Thank you again for your interest, Jen Burbidge

members navigating stress, busy schedules, or simply looking for healthy outdoor experiences.

We would handle all operations, maintain a clean and respectful presence in the park, and carry full insurance, naming the City of Lacey as additionally insured.

If there's any flexibility to explore this as a pilot or limited-use partnership, we would truly appreciate the opportunity to connect and better understand what might be possible within your guidelines.

Thank you so much for your time and for all that you and your team do for the community!

Chiquel and Kaitlyn Davis

3.24.26 Lacey youth Council

Good morning Jen,

Last week, the Lacey Youth Council met with students from North Thurston's Superintendent's Advisory Council for the first time. During the meeting they had small group discussions and brainstormed ideas for youth-centered activities and gathering spaces they would like to see in Lacey.

We are sharing this feedback with Parks and CED, and the Lacey Youth Council will also present these ideas to the City Council as part of their end-of-year report. Below is a list of the ideas they came up with:

- Trampoline Park
- Water Park- indoor or outdoor
- Event Venues
- Teen Center- teens only
- Ice Skating Rink (real ice)

- Update the movie theater with reclining chairs
- A library/bookstore combo- for everyone
- A Youth Night Market
- Outlet Malls- clothes
- A Down Town- like Olympia
- Drive in Movie Theater
- Arcades, Skate Rinks, game areas
- More Sporting Areas- tournaments
- Stadium Movie Nights
- Cultural Festival
- Community Clean Up Week
- Better communication about things so youth can know

Please let me know if you have any questions or want to review.

Sadie Siglin, Management Analyst