



SEATTLE CITY COUNCIL

Parks, Public Utilities, and Technology Committee

Agenda

Revised - Public Hearing

Wednesday, July 23, 2025

2:00 PM

Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104

Joy Hollingsworth, Chair
Sara Nelson, Vice-Chair
Robert Kettle, Member
Maritza Rivera, Member
Dan Strauss, Member

Chair Info: 206-684-8803; Joy.Hollingsworth@seattle.gov

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Meeting Location:

Council Chamber, City Hall , 600 4th Avenue , Seattle, WA 98104

Committee Website:

<https://www.seattle.gov/council/committees/parks-public-utilities-and-technology-x154106>

This meeting also constitutes a meeting of the City Council, provided that the meeting shall be conducted as a committee meeting under the Council Rules and Procedures, and Council action shall be limited to committee business. Pursuant to Council Rule VI.C.10, members of the public providing public comment in Chambers will be broadcast via Seattle Channel.

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Please submit written comments no later than four business hours prior to the start of the meeting to ensure that they are distributed to Councilmembers prior to the meeting. Comments may be submitted at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104. Business hours are considered 8 a.m. - 5 p.m. Comments received after that time will be distributed after the meeting to Councilmembers and included as part of the public record.

Please Note: Times listed are estimated

A. Call To Order

B. Approval of the Agenda

C. Public Comment

D. Items of Business

1. [CB 121005](#) **AN ORDINANCE relating to land use and zoning; updating and clarifying requirements for solid waste storage, staging areas, and access for residential, commercial, and industrial development; adding new requirements for Neighborhood Residential and industrial zones; updating provisions for alternative arrangements to meet requirements; and amending Sections 23.49.025, 23.54.040, and 23.84A.036 of the Seattle Municipal Code.**

Supporting Documents: [Summary and Fiscal Note](#)
 [Presentation](#)

Public Hearing, Briefing, Discussion, and Possible Vote
(30 minutes)

Presenters: Andrew Lee, General Manager and CEO, and Angela Wallis, Seattle Public Utilities; Gordon Clowers, Seattle Department of Construction and Inspections

2. [CB 121036](#) **AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute for and on behalf of The City of Seattle a concession agreement granting The Kite Cafe LLC the right to exclusive use and occupancy of the Golden Gardens Bathhouse Concession Premises for the purpose of providing food and concessions for park patrons at Golden Gardens Park.**

Attachments: [Att A – Golden Gardens Concession Agreement](#)

Supporting
Documents: [Summary and Fiscal Note](#)
 [Summary Att A - Map and Photos](#)
 [Presentation](#)

Briefing, Discussion, and Possible Vote (15 minutes)

Presenters: JoAnn Gunter, Kathleen Gantz, and Christopher Williams,
Seattle Parks and Recreation

3. [CB 121038](#) **AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into a five-year agreement, with options to extend, with Lost Evenings to operate and provide management of the Green Lake Pitch & Putt at Green Lake Park.**

Attachments: [Att 1 – Green Lake Pitch & Putt Concessions Agreement](#)

Supporting
Documents: [Summary and Fiscal Note](#)
 [Summary Att A - Map](#)
 [Presentation](#)

Briefing, Discussion, and Possible Vote (15 minutes)

Presenters: Pamela Wilson, Kathleen Gantz, and Christopher Williams,
Seattle Parks and Recreation

E. Adjournment



Legislation Text

File #: CB 121005, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; updating and clarifying requirements for solid waste storage, staging areas, and access for residential, commercial, and industrial development; adding new requirements for Neighborhood Residential and industrial zones; updating provisions for alternative arrangements to meet requirements; and amending Sections 23.49.025, 23.54.040, and 23.84A.036 of the Seattle Municipal Code.

WHEREAS, the Seattle City Council adopted Ordinance 123495 in 2010 that established the existing development regulations for solid waste storage, access, and collection in Seattle Municipal Code (SMC) Section 23.54.040; and

WHEREAS, as The City of Seattle's population and housing stock continue to grow, amendments to SMC Section 23.54.040 and related subsections are required to meet the needs of increased residential, commercial, and industrial development citywide; and

WHEREAS, the proposed amendments to SMC Section 23.54.040 are intended to clarify existing code to help streamline the permitting process, codify existing collection contractor and industry practices for solid waste access and collection that currently exist in practice but not in existing code, and establish new regulations to meet the solid waste storage, access, and collection needs as the City continues to grow; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Section 23.49.025 of the Seattle Municipal Code, last amended by Ordinance 127099, is amended as follows:

23.49.025 Odor, noise, light/glare, and solid waste (~~((recyclable materials))~~) storage, (~~((space))~~) access, and

collection standards

* * *

D. ~~((The standards of))~~ Section 23.54.040 ~~((for))~~ shall be applied to determine the provision of solid waste ((and recyclable materials storage space shall be met)) facilities and services.

Section 2. Section 23.54.040 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

23.54.040 Solid waste ~~((and recyclable materials))~~ storage, ~~((and))~~ access, and collection

A. General provisions. For the purposes of this Section 23.54.040, compostable materials, garbage, recyclable materials, and solid waste are as defined in Chapter 21.36. “Solid waste” refers to compostable materials, garbage, and recyclable materials.

1. Except as otherwise provided in ~~((subsection 23.54.040.I, in RSL, downtown, multifamily, master planned community, and commercial zones;))~~ this Section 23.54.040, solid waste storage space ~~((for solid waste and recyclable materials containers))~~ shall be provided as shown in Table A for 23.54.040 and Table B for 23.54.040 for:

- a. ~~((all))~~ All new principal structures~~((, and for))~~ and detached accessory dwelling units;
- b. An addition of more than 5,000 gross square feet of non-residential use(s) to an existing structure;
- c. A change of use of more than 10,000 gross square feet of non-residential use(s) in an existing structure;
- d. Existing structures to which two or more live-work units are added;
- e. ~~((existing))~~ Existing structures to which two or more dwelling units are added~~((;))~~ ;
- and
- f. Existing structures to which four or more sleeping rooms are added.

~~((1.))~~ 2. Residential ~~((uses proposed to be located on separate platted lots, for which each~~

~~dwelling unit will be billed separately for utilities,))~~ development shall provide one solid waste storage ~~((area per dwelling unit that has))~~ space with minimum dimensions of ~~((2))~~ 2.5 feet by 6 feet for each dwelling unit, unless they provide solid waste storage space according to subsection 23.54.040.A.3.

~~((2-))~~ 3. Residential development for which a home ownership association, or other single entity, exists or will exist as a sole source for utility billing may meet the ~~((requirement))~~ standards in subsection ~~((23.54.040.A.1))~~ 23.54.040.A.2, or the ~~((requirement))~~ standards in Table A for 23.54.040.

~~((3-))~~ 4. Except as otherwise provided in this Section 23.54.040, ~~((Non))~~ non-residential development shall meet the ~~((requirement))~~ standards in Table ~~((A))~~ B for 23.54.040.

5. Solid waste storage spaces, solid waste staging areas, and solid waste collection locations shall meet contractor safety standards promulgated by the Director of Seattle Public Utilities.

6. Each solid waste storage space shall include solid waste containers for compostable materials, garbage, and recyclable materials.

7. A solid waste storage space may also serve as a solid waste staging area and/or solid waste collection location if the storage space meets the requirements for such area(s).

Table A for 23.54.040~~((:))~~
Shared ~~((Storage Space))~~ solid waste storage space for ~~((Solid Waste Containers))~~ residential
development

Residential development¹	Minimum area for shared storage space
2-8 dwelling units	84 square feet
9-15 dwelling units	150 square feet
16-25 dwelling units	225 square feet
26-50 dwelling units	375 square feet
51-100 dwelling units	375 square feet plus 4 square feet for each additional unit above 50
More than 100 dwelling units	575 square feet plus 4 square feet for each additional unit above 100, except as permitted in subsection 23.54.040.C

((For residential uses that are not readily described as a discrete number of dwelling units, such as congregate residences, the Director shall determine the amount of storage space required based on the number of sleeping rooms as a substitute for the number of dwelling units.	
Non-residential development (Based on gross floor area of all structures on the lot)	Minimum area for shared storage space
0-5,000 square feet	82 square feet
5,001-15,000 square feet	125 square feet
15,001-50,000 square feet	175 square feet
50,001-100,000 square feet	225 square feet
100,001-200,000 square feet	275 square feet
200,001 plus square feet	500 square feet
Mixed use development that contains both residential and nonresidential uses, shall meet the requirements of subsection 23.54.040.B.))	

Footnote to Table A for 23.54.040

¹ For residential uses that are not readily described as a discrete number of dwelling units, such as congregate residences, the Director shall determine the amount of storage space required based on the number of sleeping rooms as a substitute for the number of dwelling units, at a rate of one dwelling unit for every four sleeping rooms.

Table B for 23.54.040
Shared solid waste storage space for non-residential development

Non-residential development¹	Minimum area of shared storage space
<u>0-5,000 gross square feet</u>	<u>82 square feet</u>
<u>5,001-15,000 gross square feet</u>	<u>125 square feet</u>
<u>15,001-50,000 gross square feet</u>	<u>196 square feet</u>
<u>50,001-100,000 gross square feet</u>	<u>225 square feet</u>
<u>100,001-200,000 gross square feet</u>	<u>275 square feet</u>
<u>Greater than 200,000 gross square feet</u>	<u>500 square feet</u>

Footnote to Table B for 23.54.040

¹ Based on gross floor area of all principal structures on the lot.

B. Mixed use development that contains both residential and non-residential ((uses)) use shall meet the minimum solid waste storage space area requirements shown in Table A for 23.54.040 for residential development or as modified by subsection 23.54.040.C, plus 50 percent of the solid waste storage space requirement for non-residential development shown in Table B for 23.54.040. In mixed use developments, solid

waste storage space ((for garbage)) may be ((shared between residential and non-residential uses, but separate spaces for recycling shall be provided)) located together.

1. Residential and non-residential uses may share containers for garbage.

2. Residential and non-residential uses shall use separate containers for recycling and compostable materials.

C. For development with more than 100 dwelling units, the required minimum area for residential solid waste storage space shown in Table A for 23.54.040 may be reduced by 15 percent, if the area provided as residential solid waste storage space has ((a)) minimum horizontal ((dimension)) dimensions (width and depth) of 20 feet.

D. ~~((The storage))~~ Solid waste storage space required by Table A for 23.54.040 shall meet the ~~((following))~~ minimum dimensional requirements in Table C for 23.54.040, Table D for 23.54.040, and Table E for 23.54.040, according to type of uses present.

~~((1. For developments with eight or fewer dwelling units, the minimum horizontal dimension (width and depth) for required storage space is 7 feet. For developments with nine dwelling units or more, the minimum horizontal dimension of required storage space is 12 feet;))~~

Table C for 23.54.040
Minimum solid waste storage dimensional requirements for residential development

<u>Residential development¹</u>	<u>Minimum dimensions (width and depth)</u>
<u>1-15 dwelling units</u>	<u>8 feet by 8 feet</u>
<u>16 dwelling units or more</u>	<u>14 feet by 14 feet</u>

Footnote to Table C for 23.54.040

¹ For residential uses that are not readily described as a discrete number of dwelling units, such as congregate residences, the Director shall determine the amount of storage space required based on the number of sleeping rooms as a substitute for the number of dwelling units, at a rate of one dwelling unit for every four sleeping rooms.

Table D for 23.54.040
Minimum solid waste storage dimensional requirements for non-residential development

<u>Non-residential development¹</u>	<u>Minimum dimensions (width and depth)</u>

1-15,000 gross square feet	8 feet by 8 feet
Greater than 15,000 square feet	14 feet by 14 feet

Footnote to Table D for 23.54.040

¹ Based on gross floor area of all principal structures on the lot.

Table E for 23.54.040

Minimum solid waste storage dimensional requirements for development with a mix of residential and non-residential uses

<u>Development size^{1,2} Minimum dimensions (width and depth)</u>	
1-15 dwelling units, or up to 15,000 square feet of non-residential use gross floor area, or both	8 feet by 8 feet
16 dwelling units or more, or greater than 15,000 square feet or non-residential use gross floor area, or both	14 feet by 14 feet

Footnotes to Table E for 23.54.040

¹ For residential uses that are not readily described as a discrete number of dwelling units, such as congregate residences, the Director shall determine the amount of storage space required based on the number of sleeping rooms as a substitute for the number of dwelling units, at a rate of one dwelling unit for every four sleeping rooms.

² Based on gross floor area of all principal structures on the lot.

((2-)) 1. The floor of the solid waste storage space shall be level and hard-surfaced, and the floor beneath garbage or recycling compactors shall be made of concrete; and

((3-)) 2. If located outdoors, the solid waste storage space shall be screened from public view and designed to minimize light and glare impacts.

E. The location of all solid waste storage spaces shall meet the following requirements:

1. The solid waste storage space shall be located on the lot of the structure it serves and, if located ((outdoors)) outside the principal structure, shall not be located between a street-facing facade of the structure and the street (development permitted for unit lot subdivision may designate a shared solid waste storage space within the parent lot of the unit lot subdivision);

2. The solid waste storage space shall not be located in ((any required)) driveways, parking aisles, or parking spaces;

3. The solid waste storage space shall not block or impede any fire exits, any public rights-of-way, or any pedestrian or vehicular access;

4. The solid waste storage space shall be located to minimize noise and odor impacts on building occupants and beyond the lot lines of the lot; and

~~((5. The storage space shall meet the contractor safety standards promulgated by the Director of Seattle Public Utilities; and))~~

~~((6.))~~ 5. The solid waste storage space shall not be used for purposes other than solid waste ~~((and recyclable materials))~~ storage and access to or movement of solid waste containers.

F. Solid waste staging areas and solid waste collection locations

1. Solid waste staging areas located within a planting strip may not conflict with required landscaping, including but not limited to street trees, and other required public right-of-way characteristics. Evaluation of consistency with this subsection 23.54.040.F.1 shall be in consultation with the Director of Transportation.

2. The Director may allow staging of solid waste containers in the right-of-way in consultation with the Director of Transportation.

3. Solid waste staging areas and solid waste collection locations shall not be within a bus stop or within the street right-of-way area abutting a vehicular lane designated as a sole travel lane for a bus.

4. A minimum 14-foot overhead clearance shall be provided at the solid waste collection location, except as otherwise specified in subsection 23.54.040.G.

5. Solid waste carts shall be staged within 8 feet of the solid waste collection location unless an alternative staging location is approved by Seattle Public Utilities.

6. Solid waste staging and solid waste collection areas for dumpsters shall be paved with asphalt or concrete.

~~((F))~~ G. Access to solid waste containers for solid waste service providers and solid waste collection

vehicles ~~((to the storage space from the collection location))~~ shall meet the following requirements:

1. For ~~((containers))~~ dumpsters 2 cubic yards or smaller:

a. ~~((Containers))~~ Dumpsters to be manually ~~((pulled))~~ transported for collection by a solid waste service provider, shall be ~~((placed))~~ staged no more than 50 feet from ~~((a curb cut or))~~ the solid waste collection location~~((;))~~, in a manner that provides access to each container for service;

~~((b. Collection location shall not be within a bus stop or within the right-of-way area abutting a vehicular lane designated as a sole travel lane for a bus;))~~

b. The slope of the solid waste staging area and solid waste collection locations for dumpsters shall not exceed a grade of six percent;

c. ~~((Access ramps to the storage space and))~~ The slope of access paths used to move dumpsters to the solid waste collection location shall not exceed a grade of six percent; ~~((and))~~

d. An enclosed solid waste staging area for dumpsters shall have an access door or opening that is at least 6 feet wide;

e. Paths and corridors through which dumpsters are transported shall be at least 6 feet wide and shall be paved with asphalt or concrete; and

~~((d.))~~ f. Any gates or access routes for ~~((trucks))~~ solid waste collection vehicles shall be a minimum of ~~((10))~~ 12 feet wide.

2. For containers larger than 2 cubic yards, any container to be loaded for service by the front of the solid waste collection vehicle, and all containers storing compacted ~~((refuse containers))~~ materials:

a. Direct access to the containers shall be provided ~~((from the alley or street to the containers;))~~ at the solid waste collection location;

b. The slope of the solid waste collection location and solid waste staging area shall not exceed two percent;

~~((b.))~~ c. Any gates or access routes for ~~((trucks))~~ solid waste collection vehicles shall be a

minimum of ~~((14))~~ 12 feet wide;

~~((c. Collection location shall not be within a bus stop or within the street right-of-way area abutting a vehicular lane designated as a sole travel lane for a bus;~~

~~d. If accessed directly by a collection vehicle, whether into a structure or otherwise, a 24-foot overhead clearance shall be provided.))~~

d. Paths and corridors through which containers are transported shall be a minimum of 6 feet wide and shall be paved with asphalt or concrete;

e. In locations where a compactor will be placed, the solid waste storage space shall accommodate a minimum 2 feet of clearance around all sides of the compactor(s);

f. The solid waste collection location for front-load dumpsters shall have a 24-foot overhead clearance; and

g. Solid waste collection locations shall be located such that solid waste service providers do not need to reposition containers larger than 4 cubic yards or containers that store compacted materials.

3. For roll-off dumpsters (uncompacted and compacted solid waste):

a. Gates or access routes for solid waste collection vehicles shall be a minimum of 12 feet wide;

b. Direct access to the dumpsters by solid waste collection vehicles shall be provided at the solid waste collection location;

c. Overhead clearance (floor to ceiling) for a low-profile roll-off dumpster shall be a minimum of 14 feet;

d. Overhead clearance (floor to ceiling) for a roll-off dumpster of standard height shall be a minimum of 16 feet; and

e. Overhead clearance (floor to ceiling) if the container is not stored on a dock shall be a minimum of 18 feet.

~~((G. Access for occupants to the storage space from the collection location shall meet the following requirements:~~

- ~~1. Direct access shall be provided from the alley or street to the containers;~~
- ~~2. A pick-up location within 50 feet of a curb cut or collection location shall be designated that minimizes any blockage of pedestrian movement along a sidewalk or other right-of-way;~~
- ~~3. If a planting strip is designated as a pick-up location, any required landscaping shall be designed to accommodate the solid waste and recyclable containers within this area.))~~

H. The solid waste ~~((and recyclable materials))~~ storage space, access, solid waste staging area, and ~~((pick-up))~~ solid waste collection location specifications required in this Section 23.54.040, including the number, ~~((and sizes of containers,))~~ volume, and dimensions (width and depth) of containers and the type of solid waste, shall be included on the plans submitted with the permit application for any development subject to the requirements of this Section 23.54.040.

~~((I. The Director, in consultation with the Director of Seattle Public Utilities, has the discretion to modify the requirements of this Section 23.54.040 as a Type I decision, if the applicant proposes alternative, workable measures that meet the intent of this Section 23.54.040 and if either:~~

- ~~1. The applicant can demonstrate difficulty in meeting any of the requirements of this Section 23.54.040; or~~
- ~~2. The applicant proposes to construct or expand a structure, and the requirements of this Section 23.54.040 conflict with opportunities to increase residential densities and/or retain ground-level retail uses.))~~

~~((J.))~~ I. Ramps to accommodate solid waste container access

1. A solid waste access ramp to the street ~~((to accommodate solid waste container access))~~ that is not more than 5 feet in width may be approved by the Director of Transportation if:
 - a. Access to solid waste containers is not from an alley;
 - b. No on-site parking is provided;

c. The lot contains solid waste containers that are 1 cubic yard or larger; and

d. There are no existing solid waste access ramps ~~((to accommodate solid waste container access))~~ or other curb cuts within 150 feet of the street lot line, as measured parallel to the street lot line. For purposes of this subsection ~~((23.54.040.I.1.d))~~ 23.54.040.I.1.d, curb ramps at crosswalks are not considered existing ramps for solid waste access.

2. The standards of subsections ~~((23.54.040.I.1.a))~~ 23.54.040.I.1.a through ~~((23.54.040.I.1.d))~~ 23.54.040.I.1.d may be modified by the Director of Transportation where unusual topography, inability to temporarily stage solid waste containers in a parking lane, or other local conditions present significant challenges for accommodating solid waste container access.

J. If the requirements of this Section 23.54.040 cannot be met, the Director, after consultation with the Director of Seattle Public Utilities, may approve alternative arrangements. Such measures may be approved as a Type I decision in relation to any requirement of this Section 23.54.040, except subsection 23.54.040.I. Alternative staging arrangements may be approved as a Type I decision by the Director after consultation with the Director of Seattle Public Utilities and the Director of Transportation. Approval of alternative arrangements is at the discretion of the Director and does not obligate the Director to grant relief from any requirement or obligate the Director to provide any improvements within a right-of-way. The Director may consider, but is not limited to considering:

1. Whether adequate areas exist on the lot or in the right-of-way for staging or collecting solid waste containers;

2. Whether the solid waste requirements adequately accommodate the needs of a particular development type, such as:

a. Affordable housing;

b. Small efficiency dwelling units;

c. Congregate housing; or

d. Development using compaction of solid waste;

3. Whether alternative solid waste arrangements would result in one or more additional dwelling units being constructed; and

4. The effect on the efficiency of collection services such as:

a. Minimizing the number of days for collection service;

b. Providing safe access to the solid waste collection area; or

c. Providing an efficient route between the solid waste storage space and the solid waste collection location.

Section 3. Section 23.84A.036 of the Seattle Municipal Code, last amended by Ordinance 126157, is amended as follows:

23.84A.036 “S”

* * *

“Solarium” means a room, porch, or other area, that is designed to admit sunlight, is part of a larger structure, is enclosed substantially entirely by glass or another transparent material, and is not primarily used for the cultivation or protection of plants.

“Solid waste collection location” means the location where solid waste is collected from solid waste containers into a solid waste collection vehicle.

“Solid waste containers” include, but are not limited to, the following:

1. “Carts” are wheeled containers and available in sizes ranging from 10 gallons to 100 gallons.

2. “Dumpsters,” with or without wheels, are containers designed to allow mechanical loading of solid waste onto solid waste collection vehicles, provided in volumes ranging from 0.75 cubic yards to 8 cubic yards.

3. “Roll-off dumpsters” are containers for solid waste that require a winch system to load onto the flatbed of a specialized solid waste collection vehicle. They may include compacted or uncompact

materials.

4. “Front-load dumpsters” are containers loaded by mechanisms on the front of solid waste collection vehicles to dump solid waste and require 24 feet of overhead clearance to complete service.

5. “Low-profile roll-off dumpsters” are roll-off dumpsters with a height maximum of 88 inches.

“Solid waste incineration facilities.” See “Solid waste management” under “Utility.”

“Solid waste landfills.” See “Solid waste management” under “Utility.”

“Solid waste management.” See “Utility.”

“Solid waste service providers” means persons that provide solid waste management services for a solid waste management business or utility, and persons hired by site occupants to move solid waste containers on a regular basis.

“Solid waste staging area” means a location for intermediate placement of garbage, recycling, and compostable materials in preparation for collection by solid waste collection vehicles, either on private property or within the right-of-way.

“Solid waste storage space” means a location for keeping, maintaining, or storing garbage, recycling, or compostable materials from the time of disposal by users until the time of staging or collection, provided that a solid waste storage space may serve as a solid waste staging area and/or solid waste collection location if the storage space meets the requirements for such area(s).

“Solid waste transfer station.” See “Solid waste management” under “Utility.”

* * *

Section 4. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of its application to any person or circumstance, does not affect the validity of the remainder of this ordinance or the validity of its application to other persons or circumstances.

Section 5. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by
me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Public Utilities	Angela Wallis	Akshay Iyengar

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to land use and zoning; updating and clarifying requirements for solid waste storage, staging areas, and access for residential, commercial, and industrial development; adding new requirements for Neighborhood Residential and industrial zones; updating provisions for alternative arrangements to meet requirements; and amending Sections 23.49.025, 23.54.040, and 23.84A.036 of the Seattle Municipal Code.

Summary and Background of the Legislation:

The solid waste (garbage, recycling, and food & yard waste) storage and access requirements of the Land Use Code are critical to helping ensure appropriate on-site storage and safe and efficient solid waste collection services for new buildings. These requirements have not been significantly updated in 15 years, a period of considerable growth in multifamily and townhome housing. In addition, the 2023 passage of HB 1110, the state “Middle Housing” law, will increase housing density in Seattle with significant impacts to solid waste storage and collection systems. The outdated land use standards need fine-tuning and updates to serve new and planned residential density.

This proposed legislation would update the solid waste storage and access regulations in the Land Use Code, Section 23.54.040, entitled “Solid waste and recyclable materials storage and access.” The updated provisions for storage, staging, collection and access would apply to new development, including residential additions of two or more dwelling units, and non-residential use additions 5,000 square feet or greater or two or more live-work units.

Seattle Public Utilities (SPU), the Department of Construction and Inspections (SDCI), and Department of Transportation (SDOT) review permit applications according to these standards to ensure sufficient access and minimum space for on-site solid waste storage, as well as container staging at or near where solid waste collection occurs, including the public right-of-way.

Updates are proposed to:

- Clarify language and codify standards that address details such as minimum storage area dimensions.
- Codify standards that match actual solid waste collection requirements and industry safety standards, including clearance heights for collection trucks, staging and collection locations, and maximum slopes for placement and collection of dumpsters.

- Address solid waste storage, access, and collection in neighborhoods impacted by increased housing densities as required by the state Middle Housing bill and One Seattle Comprehensive Plan update; include industrial zones.
- Improve safety for pedestrians, collection contractors, residents, and building maintenance staff.

This proposal is consistent with goals and policies in the City's Comprehensive Plan, the state-required Solid Waste Plan, and existing waste diversion ordinances (see SMC Section 21.36.080).

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ Yes ☒ No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

SPU does not anticipate financial impacts beyond a potential request for one TLE in SPU when permits return to pre-pandemic levels; the TLE would be funded with solid waste enterprise fund/rates. The legislation would clarify requirements for applicants by codifying existing practices and solid waste collection contract and safety requirements for solid waste storage, access, and collection for proposed structures. SPU currently provides subject-matter permit review of certain elements of SMC Section 23.54.040. The proposal would not affect SDCI total permit review volumes or create substantial new tasks or time obligations, changes in review operations, or have staffing implications.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.

The legislation would increase efficiency of solid waste collection routes resulting from fewer trips and will reduce long-term solid waste collection costs for the City and ratepayers. Permit review for dense developments also protects other critical City interests and priorities, including the City's and customer investments in street trees and protecting space for temporary bicycle parking. Those benefits would not accrue without this legislation. Additionally, failing to implement the legislation would result in solid waste carts overcrowding planting strips on

collection days, risking the health of street trees (from additional soil compaction from too many carts); blocking sidewalks for pedestrians, including those with disabilities; and result in customer complaint calls to the SPU Contact Center. The legislation will ensure efficient solid waste container planning for dense developments by relying on the least amount of space necessary for storage on private property, and for collection from the public right of way.

4. OTHER IMPLICATIONS

a. Please describe how this legislation may affect any departments besides the originating department.

The proposal addresses code requirements used by SDOT, SPU, and SDCI. These departments review development proposals for their compliance with requirements and their potential effects on the use of public streets, alleys, and planting strips, the way solid waste is stored and collected, including impacts to required street trees. These departments support the legislation. The resulting clear and specific code requirements would foster more efficient and accurate plan review, and effective, coordinated long-term use of the right-of-way.

b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.

No.

c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

This legislation will support affordable solid waste rates for all customers by ensuring efficient solid waste and recycling storage and collection for residential development. While already the norm for new buildings, requiring co-location of compost, recycling, and garbage containers in new apartment buildings will contribute to reducing a long-time disparity and inequity in single-family and multifamily resident access to recycling and composting. Convenient access to recycling and composting that is co-located with garbage containers will increase food waste composting and recycling rates, and support Seattle's Zero Waste ordinance, the state-required Solid Waste Plan, and the City's climate mitigation goals.

Data from the 2022 American Communities Survey demonstrate Seattle 50.4% of all households of color in Seattle live in rented multifamily housing, compared to 37% of white households. Requiring compost, recycling, and garbage containers be located together in apartment buildings will increase access to recycling and composting for lower-income residents and residents of color.

In addition, the change to 2.5' x6' storage areas will ensure that dense middle housing developments have the proper space onsite to store containers, preventing them from blocking pathways required for wheelchair users and others with different mobilities.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

None.

iii. What is the Language Access Plan for any communications to the public?

A plain language summary of the ordinance was shared with ethnic media outlets and linked to on SPU's Web site, as well as distributed to permit applicants, developers, and architects via SDCI's Building Connections newsletter.

SPU provides the following kinds of language-specific approaches in public information about solid waste storage and disposal:

- recycling instructions in 18 languages;
- video instructions in four languages;
- targeted capability for in-language door-to-door education about sorting materials; and
- community meetings in requested languages.

d. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

This legislation will likely decrease carbon and methane emissions by increasing access to composting and recycling for multifamily housing residents. This promotes greater equity in access for more non-white households and residents with lower incomes who more often rent in multifamily housing. SPU's and national studies show that resident access to co-located recycling, food waste, and garbage containers directly increases the volume of recycling and food waste separated from garbage. Diverting more recyclables and food waste from the landfill reduces related methane emissions, one of the most dangerous greenhouse gasses. The processing of recyclables into new products significantly reduces carbon emissions from virgin material extraction, transport, and production. The land application of Seattle's composted food waste captures carbon from the atmosphere and reduces Seattle's contribution to the methane generated in the Columbia Ridge Landfill in Oregon by ensuring more multifamily food waste gets composted.

ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.

Seattle's climate resiliency will likely increase because of this legislation. Seattle's garbage is sent by rail to Oregon. This legislation will enable Seattle to rely more on local composting and less on long-distance rail to manage waste. This resiliency

includes avoiding increased solid waste rates and system costs through the local management of food waste instead of sending valuable materials via rail to another state.

Increasing composting and recycling rates in lower income, more racially diverse apartment buildings can help remedy the cost burden held by these communities. Seattle multifamily buildings dispose of more material in the garbage than single-family customers (in part due to lack of access to containers) and garbage fees are much higher than compost and recycle fees. Increasing access to composting and recycling in new apartment buildings, including low-income buildings, can reduce garbage bills paid by management and thereby reduce the costs passed onto tenants in rent. Some developments may experience a modest increase in construction costs to comply with safety and storage requirements.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

The legislation does not include a major programmatic expansion. The primary measurable outcome of the proposed legislation is to encourage an increase in the multifamily recycling and composting rate that will help achieve the City's overall 70% waste diversion goal (multifamily residents create less waste on average per capita than single family residents, but the multifamily housing sector continues to grow in Seattle, with more than 50% of all residents living in multifamily housing today).

The solid waste development review standard is to begin reviews of plans for storage and access within an average of 10 days of receipt. Development review currently begins reviews within an average of just three days. It's possible that the average review start date may exceed three days from receipt when and if permit volumes increase. It is anticipated that the TLE position would allow solid waste development review to continue to provide rapid review for applicants and continue to meet the 10-day metric (solid waste is not an official review stop and does not delay permitting).

5. CHECKLIST

- ☒ **Is a public hearing required?**
- ☒ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- ☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments: None

Solid Waste Container Storage and Access Improvements

July 23, 2025

Parks, Public Utilities and Technology Committee
Seattle City Council

Angela Wallis, Development Review Supervisor
Seattle Public Utilities
Solid Waste Planning & Program Management Division

Purpose of Legislation

- Meet city and customer solid waste storage and access needs for changing development patterns by ensuring minimum storage space for containers and access for collection vehicles to service.
- Provide clarity for developers
- Codify industry standards



What is SMC 23.54.040?

Land Use Code

- Establishes **minimum solid waste storage and access requirements for new or expanded buildings**
- Governed by SDCI
- SPU provides **subject-matter review** and co-approval of solid waste storage & access



Developer Input & Response

- Interviewed 7 Seattle-based large and medium developers
- Briefed Mayor's Housing Subcabinet, Master Builders
 - Also offered briefings to AIA, HDC, ULI Northwest, NAIOP
- SEPA Notice (March '25) – no comments received
- Shared proposal with and requested comment from ~25 members of the development community
 - General support/neutral comments/no response



Support Housing Density

Cart storage solutions for middle housing

- Proper storage space on private property
- Storage space in all zones
- Flexible storage and service options
- Prevent ROW conflicts
 - Protect space for trees, bike parking, pedestrians



Clarify Code

Streamline Design by Providing Definitions

- *staging area*
- *collection location*
- *storage area*
- *solid waste container types*

Safety: Codify slope maximums and dimensions

- truck access
- pedestrian & truck driver safety
- dumpster service



Questions





Legislation Text

File #: CB 121036, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute for and on behalf of The City of Seattle a concession agreement granting The Kite Cafe LLC the right to exclusive use and occupancy of the Golden Gardens Bathhouse Concession Premises for the purpose of providing food and concessions for park patrons at Golden Gardens Park.

WHEREAS, The City of Seattle owns land totaling 88 acres at Golden Gardens Park, including the Golden Gardens Park Bathhouse (Bathhouse) comprised of approximately 5,700 square feet, consisting of approximately 500 square feet of concession premises; and

WHEREAS, Seattle Parks and Recreation (SPR) has, since 2006, provided food service at Golden Gardens Park through long-term concession agreements to the public from the south area of the Bathhouse; and

WHEREAS, in September 2023, SPR began a publicly advertised request for proposal process to find a vendor to operate the food concession at the Bathhouse; and

WHEREAS, following a thorough review process of the submitted proposals, a panel of SPR staff and community members recommended to the Superintendent of Parks and Recreation (“Superintendent”) The Kite Cafe LLC, who submitted the strongest proposal; and

WHEREAS, in 2024, the Superintendent, based on the recommendation, awarded a one-year contract to The Kite Cafe LLC; and

WHEREAS, SPR desires to continue to offer food services to park patrons at Golden Gardens Park; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized on behalf of The City of Seattle to execute a five-year Concession Agreement, substantially in the form of Attachment 1 to this ordinance, with The Kite Cafe LLC. The Concession Agreement further authorizes the Superintendent to extend the term of the Concession Agreement for up to one five-year period.

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by
me in open session in authentication of its passage this ____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment A - Golden Gardens Bathhouse Concession Agreement between The City of Seattle Parks and Recreation and The Kite Cafe LLC

**GOLDEN GARDENS BATHHOUSE CONCESSIONS AGREEMENT
BETWEEN
THE CITY OF SEATTLE PARKS AND RECREATION
AND
THE KITE CAFE LLC**

CONTRACT ID: PR0PC25-1466

THIS CONCESSION AGREEMENT (“Agreement”) is entered into upon execution (the “Effective Date”) by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington (“City”), by and through Seattle Parks and Recreation and its Superintendent (“SPR” and “Superintendent”, respectively) (“Superintendent” herein includes the Superintendent’s designee), and THE KITE CAFE LLC, dba The Kite Cafe, a Washington limited liability company (“Concessionaire”). The City, SPR, and Concessionaire are known herein as the “Parties” or individually as a “Party.”

1. CONCESSION PREMISES AND ADJACENT AREA

1.1 Description. As used in this Agreement, the “Concession Premises” means the following portions of City-owned property referred to as Golden Gardens Bathhouse located at 8498 Seaview Place N.W., Seattle, King County, Washington 98117 (“Building”):

The rentable area of 480 square feet located at the south end of the Building as outlined in the floor plan of the Building attached as Exhibit A (“Floor Plan”) to this Agreement. The rentable storage area of approximately 20 square feet is located at the north end of the Building as outlined in the floor plan of the Building attached as Exhibit A (“Storage Space”) to this Agreement, subject to the terms and conditions herein.

1.2 Grant of Right to Use the Concession Premises AS-IS. Throughout the Term, the Concessionaire shall have the right to exclusive use and occupancy of the Concession Premises for the purpose of operating the Concession granted under this Agreement as further set out in Section 3. Concessionaire accepts Concession Premises in an AS-IS condition as of the Effective Date, and the City makes no representation about the fitness of the Concession Premises for the intended purpose.

1.3 Grants of Right to use Patio Area. Throughout the Term, Concessionaire shall have the rights to use the patio area to the south of the Concession Premises (“Patio Area”) to place tables, chairs, and potted plants. Signage may be placed with a Certificate of Approval from the Department of Neighborhoods. Any item that Concessionaire would like to use in the Patio Area must be approved by SPR in writing in advance and Concessionaire assumes all liability for any damage or loss.

In addition, during Food Service Hours Thursdays through Sundays and on any legal holidays, Concessionaire shall have the exclusive right to use the Patio Area to place a 12’ by 6’ jeep (“Jeep”) for creation and sales of handspun milkshakes and hand dipped ice cream. While Concessionaire is using the Patio Area to vend with the Jeep, the Patio Area, as identified on Exhibit A, shall be considered part of the “Concession Premises” such that all obligations and restrictions placed on the use of the Concession Premises throughout the Agreement shall apply

Long-Term Concessions Agreement: The Kite Cafe
PR0PC25-1466

to the use of the Jeep in the Patio Area. The Jeep must remain under the patio awning and not extend beyond the footprint of the awning onto the park walkways. Concessionaire is permitted to have a small folding table and a cooler outside the vehicle and under the awning. Only the Kite Cafe Jeep is permitted; Concessionaire may not use another vehicle, kiosk, or method of vending milkshakes, ice cream, or other food items in the Patio Area. No third-party vending will be permitted. This right is subject to the same restrictions listed in Section 2 of the Agreement, specifically, that SPR may grant to a third party a temporary food concession right along with the use of the park through a Special Event Permit at Golden Gardens Park periodically during the term of this Agreement.

1.4 Grants of Right to use Parking Space. Throughout the Term, Concessionaire shall have the rights to use one (1) designated parking space north of the recycling area, with an approved SPR parking pass. All other parking is first-come, first-served. If designated parking space is taken by another park user, Concessionaire should contact the Dispatch Desk at 206-684-7250.

2. GRANT OF CONCESSION RIGHTS

SPR hereby grants to the Concessionaire, subject to the terms herein, the exclusive right and privilege to operate a year-round restaurant food and beverage business at the Concession Premises during the Term of this Agreement in a manner that is compatible with this Agreement and SPR's purpose and use of Golden Gardens. No other food concessions will be granted by SPR to a third party during the term of this Agreement; EXCEPT, SPR may grant to third party a temporary food concession right along with the use of the Park through a Special Event Permit at Golden Gardens Park periodically during the term of this Agreement. Concessionaire has permission to sell merchandise as appropriate and approved by SPR; however, there is no exclusivity to merchandise sales at Golden Gardens Park.

3. TERM OF AGREEMENT

3.1 Initial Term. This Agreement shall be effective upon execution ("Effective Date") and shall be for an initial term of five (5) years legislated through City Council. This contract shall expire five years from the Effective Date.

3.2 Extended Term. At the Superintendent's discretion, this Agreement may be extended for one additional term of up to five (5) years on such terms and conditions as the Superintendent may determine. Concessionaire shall give SPR written notice of its intention to extend or not extend at least six (6) months prior to the expiration of the initial Term. SPR superintendent shall have sixty (60) days following the date of Concessionaire's request to extend their term for an additional five (5) years. When used in this Agreement, the word "Term" includes both the Initial and the Extended Terms unless the context clearly indicates otherwise.

4. CONSIDERATION

4.1 SPR grants the Concession rights herein in exchange for the Concessionaire's performance of the following:

- a. Timely payments of the monthly Concession Base Fee in Section 5.1.
- b. Provision of all equipment and services to operate the Concession in the manner required under Section 7.
- c. Obtaining and maintaining all required King County health permits and City of Seattle business licenses.
- d. Operations of Concessions Premises for the required minimum service hours listed in Section 7.1.

5. CONCESSION BASE FEE

5.1 Monthly Concession Base Fee and Leasehold Excise Tax.

Concessionaire shall commence paying annual concession base fee of \$16,300, and concession base fee shall be paid by installments every month for the duration of the Term. This is equal to the appraised value done in March 2023. On or before the 5th day of each month, Concessionaire shall pay to City of Seattle at the address and to the account specified by the City, without notice or demand of any setoff or deduction whatsoever, in lawful money of the United States the following:

- a. An installment of the annual concession base fee in the amount of \$1,358.34 monthly. If Commencement date does not occur at the start of the calendar month, Concessionaire shall pay prorated amount for first month no later than five days after commencement.
- b. Monthly amount of applicable Leasehold Excise Tax required under Section 10.

5.2 Annual Gross Receipts: Gross Receipts means total revenue and income received by Concessionaire from conducting business in and from the Concession Premises, less retail sales tax. Should annual gross sales receipts exceed one-million dollars (\$1,000,000), concessionaire will pay 1% of gross sales receipts above \$1,000,000. Annual sales reporting shall be per calendar year and submitted no later than January 15th of the following year.

5.3 Place and Manner of Payment.

All payments to the City shall be mailed to:

City of Seattle
Treasury Department Accounts Receivable
PO Box 94626
Seattle WA 98124-6926

Concessionaire may also pay in person at:

Seattle Municipal Tower
700 Fifth Ave, Fourth Floor
Seattle, WA, 98104

Long-Term Concessions Agreement: The Kite Cafe
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All Concession Fee payments shall have the invoice number issued by Parks accounting written on the check.

5.4 Adjustments to Concession Base Fee: Beginning on the anniversary of the Effective Date and annually thereafter, the concession base fee will be adjusted upward based on CPI, but no more than four percent (4%) annually on the first day of the following month and on each anniversary of that date thereafter until this Agreement terminates.

5.5 Late and Refused Payments

5.5.1 Monthly interest rate of one percent (1%) per month will be applied to past due items, based on Ordinance 117969. After the due date, interest is assessed on unpaid amounts. Interest is calculated beginning on the invoice date and accrued every 30 days until the bill is paid.

5.5.2 Returned checks for insufficient funds may incur a reasonable handling fee for each instrument including payment of interest, collection costs, and attorney's fees, based on RCW 62A.3-301.

6. FINANCIAL RECORDS/ AUDIT

6.1 Concessionaire's Records. The Concessionaire shall maintain at the Concession Premises a clear and documented set of books, records, documents, and other evidence reflecting all business activity conducted at the Concession Premises, including cash register tapes, credit card charge records, and any other data relating to the determination of Gross Receipts and the calculation of the Concession Fee.

6.2 Audit. Concessionaire shall permit its records to be inspected by the City, with five (5) business days' notice, and Concessionaire's records shall be subject to copying and audit by SPR, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract. The Concessionaire shall not be required to staff the City's audit of Concessionaire's financial records, and the City shall solely bear the costs associated with its inspection of Concessionaire's financial activity under this Agreement except as qualified below. If any audit reveals a miscalculation of Gross Receipts, the Concessionaire shall pay any additional amounts owing in Concession Fees. If an audit inspection or examination pursuant to this section discloses significant under reporting of Gross Receipts by Concessionaire SPR may seek reimbursement of the actual and reasonable costs of the audit as a claim against Concessionaire.

6.3 Retention. The Concessionaire shall retain all financial books, records, documents, register rolls, credit card records and other material relevant to the financial activity under this Agreement for six (6) years after the expiration or termination of any calendar year under the Agreement. The obligations in Section 5 shall survive termination or expiration of the Agreement for the applicable duration of any statute of limitations.

6.4 Cash Register. The Concessionaire shall enter all sales on a Point of Sale ("POS") System that records and identifies the date, type of sale, and the amount of each transaction and that is equipped with a cumulative, non-alterable accounting control mechanism.

6.5 Record Keeping Subject to Approval. Concessionaire shall not change record keeping methods or change or discontinue use of the POS System without the Superintendent's written authorization.

7. OPERATION AND SERVICES

7.1 Minimum Service Hours. Unless otherwise approved by the Superintendent, Concessionaire shall be open for business year-round and will provide service for the minimum number of hours as shown in the Chart below during the following months:

Minimum hours of operation of the Premises are as follows

Month	Minimum total required hours of operation Saturday-Sunday	Minimum total required hours of operation Monday-Friday
January thru February	4 hours	No Requirements
March	8 hours	No Requirements
April	8 hours	4 hours
May	12 hours	16 hours
June Thru August	16 hours	40 hours
September	12 hours	16 hours
October	8 hours	8 hours
November	8 hours	No Requirements
December	4 hours	No Requirements

All City holidays are at Concessionaire's discretion to open. No minimum holiday hours required.

If Golden Gardens Park remains open but access to concession stand is fully restricted due to a natural catastrophe, SPR may consider concession base fee adjustment.

7.2 Park Hours: 4:00 AM – 10:30 PM Memorial Day through Labor Day.
4:00 AM – 11:30 PM Fall through Spring.
Hours are subject to change.

7.3 Food Service Hours: Operator can be open for the minimum hours during those windows or, if desired, any additional times during all park open hours.

7.4 Hours of Operation Signage: Concessionaire shall post its hours of operation in writing at a conspicuous place in the vicinity of the public entry on the Golden Gardens Bathhouse, visible from the outside.

7.5 Reporting of Gross Receipts: Concessionaire shall report on an annual basis the total income from conducting business at the concession premises and patio area, the proceeds from all retail and wholesale sales of food, beverages, merchandise, and services, as indicated in Section 5.2.

7.6 Reporting Hours Required: Concessionaire shall report on a monthly basis the number of operating hours on the report form approved by the Superintendent. See Exhibit C for required form.

7.7 Prohibited Products: Concessionaire is prohibited from selling alcohol, cigarettes/nicotine, or marijuana products including CBD. Concessionaire shall sell nothing in a glass container. See Sections 11 and 13 for additional requirements.

8. PRICE LIST

A copy of the Concessionaire's current price list for each item of service, food, or merchandise offered for sale or rent at the Concession Premises shall be conspicuously displayed in full view from the public at all times on the Concession Premises. Concessionaire shall provide menu items and healthy options to patrons that are consistent with the menu and prices shown on Exhibit B that has been approved by SPR, and which may be amended by mutual agreement of both parties in writing. The location of points of sale, methods of sale, and prices charged for goods and services sold or business transacted on the Concession Premises shall at all times be subject to the approval of the Superintendent. Should Concessionaire choose to change menu prices, a list with updated fees is due to SPR at least 30 days prior to anticipated price changes.

9. ACCOUNTING MONTHS AND YEAR

The Concessionaire shall utilize calendar year accounting for the business operated at the Concession Premises.

10. TAXES

The Concessionaire shall pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever arising as a result of this Agreement. The Concessionaire shall pay the Washington State Leasehold Taxes due as a result of this Agreement, directly to Parks, along with any monthly concession base fee payment owed to SPR. Washington State Leasehold Excise Tax (LET) is over and above any Concession Fees paid by the Concessionaire to SPR and shall be separately listed on all monthly documentation sent by the Concessionaire to SPR. LET is currently at 12.84%.

11. UTILITIES AND SERVICES

11.1 Utilities. The Concessionaire shall obtain separate accounts for and shall pay before delinquency, all charges for utilities that are separately metered at the Concession Premises. If any utility services are furnished to the Concession Premises in combination with utility services provided to adjacent SPR property the Concessionaire shall reimburse SPR for the

Concessionaire's pro rata share of any consolidated charge paid by the SPR within thirty (30) days of invoice by SPR. The Concessionaire shall pay all charges for utility connections, installations, and disconnections, and for service calls for any utility serving the Concession Premises. Concessionaire shall be solely responsible for and shall pay when due and directly to the appropriate company all bills for propane, electricity, telephone and communication services due to its occupancy and use of the premises. All other utilities to the Premises shall be paid for by SPR. Utilities paid by SPR are water, sewer, electricity, heat, air conditioning, natural gas, and landscape maintenance. SPR shall not be liable to Concessionaire for failure or interruption of any utility services. The Concessionaire shall obtain a business telephone having at least one telephone line, the telephone number for which shall be publicly displayed at the Concession Premises and shall be the same number published in all promotional advertising and telephone listings.

11.2 Refuse Collection. Concessionaire shall provide at the Concession Premises and Patio Area a minimum of two 50-gallon trash cans for use by Concessionaire's customers. Concessionaire shall each day remove and dispose of the contents of all Concessionaires' trash cans in a legal manner and at its sole cost and expense. SPR may on occasion, but is not obligated to, provide dumpsters into which Concessionaire may empty its trash cans. On any day that SPR provides dumpsters, SPR will on that day remove the contents of the dumpsters at its sole cost. Should Concessionaire need additional dumpsters, this will be provided by Concessionaire at its sole cost and coordinated with SPR.

11.3 Recycling. Concessionaire shall provide its customers with recycling receptacles. Concessionaire, at no cost to SPR, shall collect, sort and separate into such categories as may be legally required, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by SPR, which receptacles shall be dumped or removed from the Premises at such minimum frequency as shall be specified by SPR.

11.4 Compostables. Concessionaire shall abide by the local laws, including SMC 21.36.084 through SMC 21.36.086, as amended from time to time, regarding the requirement to use recyclable or compostable food service ware as well as provide for the collection and delivery of such food service ware to the appropriate facilities.

11.5 Security Systems. SPR may supply the Building with a security system operated by a company of its choosing. In such event, SPR shall provide Concessionaire with the security code to access the Premises, and Concessionaire shall arm the system at the close of business each day if they are the last person to exit the Building. SPR shall not be responsible for any failure of the security system.

12. ENTIRE AGREEMENT

This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the subject matter herein. No other understanding, oral or otherwise, may modify the text or an attachment to this Agreement except by signed Amendment. The following exhibits are hereby incorporated and made a part of this agreement:

Exhibit A - Golden Gardens Park Map and Bathhouse Floor Plan

Long-Term Concessions Agreement: The Kite Cafe
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- Exhibit B - Approved Menu
- Exhibit C - Concession Monthly Report of Open Hours Form
- Exhibit D - Insurance Requirements
- Exhibit E - Concessionaire Equipment List

The Parties to this Agreement acknowledge that it is a negotiated agreement, that they have the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.

13. CARE OF CONCESSION PREMISES

13.1 General Obligation. The Concessionaire shall at its own expense keep the Concession Premises and adjacent areas in a neat, clean, safe, and sanitary condition acceptable to the Superintendent. Concessionaire shall reimburse City for all damage done to the Concession Premises that results from any act or omission of Concessionaire or its contractors, agents, invitees, licensees, or employees.

13.2 Hazardous Substances. Concessionaire shall not, without the Superintendent's prior written consent, keep on or about the Concession Premises any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful, and/or subject to regulation under any federal, state, or local law, regulation, or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with Superintendent's consent, Concessionaire shall comply with all governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances, including but not limited to all governmental requirements for reporting and record keeping. Concessionaire shall submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; and within five (5) days after City's request, therefore, provide evidence satisfactory to City of Concessionaire's compliance with all applicable governmental rules, regulations and requirements. Any and all costs incurred by City and associated with City's inspections of the Concession Premises and City's monitoring of compliance with this Section 16.2, including City's attorneys' fees and costs, shall be due and payable by Concessionaire within ten (10) days after City's demand. Concessionaire shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Concessionaire's use, disposal, transportation, generation' and/or sale of Hazardous Substances in or about the Concession Premises.

13.3 Prohibited Equipment. No gas, coal, charcoal, or similar portable cooking equipment is permitted inside or outside the Concession Premises unless prior written approval is obtained from the Superintendent of Parks and Recreation, and unless all required permits are obtained by Concessionaire. Vending machines are prohibited on or about the Concession Premises.

13.4 Prohibition Against Installation or Integration of Any Work of Visual Art Without City's Consent. Concessionaire shall not install or integrate into the Concession Premises any "work of

visual art,” as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, without the prior written approval of the Superintendent, which approval may be conditioned or withheld in the Superintendent’s sole discretion.

13.5 Routine and Major Maintenance Obligation. During the Term, Concessionaire shall be responsible for all routine maintenance and repair of the Concession Premises, including but not limited to maintenance and routine repairs of any improvements, minor plumbing and electrical repairs (replacing light bulbs, wall sockets, faucets, sink drainpipes, and valves), custodial care, and regular interior painting. The foregoing sentence does not extend to maintenance occasioned by an act or omission of City or its officers, agents, employees, or contractors, for which City shall be responsible. If City provides Concessionaire with written notice of Concessionaire’s failure to comply with this Section and Concessionaire fails to take good care of the Concession Premises as provided in the notice, City, may, but is not required to, make such repairs and Concessionaire shall pay within thirty (30) days of invoice the entire actual and reasonable cost thereof. City shall have the right to enter the Premises for such purposes, and City shall not be liable for interference with light, air, or view. Except in the event of City’s gross negligence or intentional misconduct, there shall be no abatement or reduction of Rent arising by reason of City’s making of repairs, alterations, or improvements to the Concession Premises.

13.6 City Maintenance: The City shall be responsible for major maintenance of the infrastructure of the Concession Premises during the Term of this Agreement, including structural maintenance, masonry maintenance, roof, electrical, plumbing system, and HVAC system repair and replacement; provided that City’s obligation for major maintenance shall not extend to any maintenance or repair necessitated by an act or omission of Concessionaire, or its officers, agents, employees, sub-concessionaires, contractors, licensees, or invitees. The City shall maintain the parking areas and Park common areas to the standard typical of other, similar park properties.

13.7 Security Cameras. Concessionaire may install cameras on the Premises for the sole purpose of monitoring and surveilling the Premises for safety and security as well as aiding law enforcement, provided Concessionaire complies with the following:

- a. The cameras’ location will be selected in coordination with SPR and shall not be in a place where there is a reasonable expectation of privacy, such as restrooms.
- b. Concessionaire shall post notices in conspicuous places informing its employees and customers that security cameras are operating.
- c. Such cameras shall provide video surveillance only, not audio.
- d. The camera footage will be used only for security, safety, and aiding law enforcement.
- e. Concessionaire shall have full responsibility for the operation of such cameras and any maintenance of camera footage.

13.8 Fire Suppression System and Extinguishers. Concessionaire is responsible for scheduling and maintaining the fire suppression hood system every six months and will provide the system test reports to SPR. The fire extinguishers will be maintained by SPR, and concessionaire will provide access to the vendor for maintenance.

13.9 No Grease or Propane in Patio Area: Concessionaire is not allowed to use products containing grease or use propane or generator for power to the Jeep in the Patio Area. Concessionaires will use the battery and inverter system on the Jeep for power. If needed, an

electrical cord is permitted to run through the window and plugged into the outlet below the window.

13.10 Fire Oil/Fluids Spill Abatement:. Concessionaire will use a drip pan and cleanup materials to ensure the Patio Area remains clean. Concessionaire warrants that the Jeeps' engine and transmission were new and has no leaks as of May 2025. Should a leak occur, The Kite Cafe is solely responsible for immediate cleanup and the Jeep must be removed immediately from the patio.

13.11 Jeep Entering and Exiting Park: The Jeep used to vend in the Patio Area shall enter and exit the Park using a curb ramp. A spotter will be used to guide the Jeep in and out and the Jeep will travel at no more than five (5) mph. The route will be the most direct at the south end of the main parking lot in front of the Building and directly south of the playground. The vehicle will not remain in the park overnight.

14. EQUIPMENT

All equipment not attached to the Building structure and other personal property used by the Concessionaire at the Concession Premises shall remain the property of the Concessionaire. All equipment and personal property of Concessionaire that is kept at the Concession Premises or Patio Area shall be at the sole risk of Concessionaire and Concessionaire hereby releases City from any liability or responsibility for loss or damage thereto. Unless the need for repair or maintenance is caused by Concessionaire, any equipment or personal property belonging to the City in the building of the Concession Premises that has malfunctioned or requires major repair and maintenance is the responsibility of the City. A list describing the Concessionaire's equipment is attached and incorporated as Exhibit E and should be updated as new equipment is acquired by the Concessionaire.

15. COMPLIANCE WITH LAWS; NONDISCRIMINATION; EQUALITY OF TREATMENT

15.1 General Obligation. Concessionaire shall not use or permit the Concession Premises or any part thereof to be used for any purpose in violation of any municipal, county, state, or federal law, ordinance or regulation, or for any purpose offensive to the standards of the local community. Concessionaire shall promptly comply, at its sole cost and expense, with all laws, ordinances, and regulations now in force or hereafter adopted relating to or affecting the condition, use, or occupancy of the Concession Premises and operation of the Concession granted under this Agreement, including obtaining all required food handling certificates and any required public health clearances.

15.2 Nondiscrimination. Without limiting the generality of Section 15.1, Concessionaire agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of the Agreement.

15.3 Equality of treatment. Concessionaire shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, or national origin. No person shall be refused service, be given discriminatory treatment, or be denied any privilege, use of facilities, or participation in activities on the Premises on account of race, color, religion, sex, age, marital status, political ideology or national origin. Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

16. INDEMNIFICATION

The Concessionaire shall defend, indemnify, and hold the City, its elected officials, and employees harmless from any and all liabilities, claims, demands, losses, and costs (including reasonable attorney's fees) arising from (i) Concessionaire's operation of the Concession, including operation of Concession services by any sub concessionaire, (ii) the use and occupancy of the Concession Premises by Concessionaire, or any of its employees, agents, licensees, invitees, contractors, and sub concessionaires, or (iii) any breach of this Agreement by the Concessionaire or any sub concessionaire. If any suit is brought against the City, Concessionaire shall appear and defend the same, and shall satisfy any judgment that may be rendered against the City. Notwithstanding the foregoing, the City reserves the right to appear and defend any action without impairing the City's right to indemnification under this Section where the City determines that it is in the best interest of the City. Concessionaire's obligation to defend and indemnify shall not include any claims arising as a result of the sole negligence of the City, its employees and agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Concessionaire's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Concessionaire's employees. Concessionaire shall promptly notify City of casualties or accidents occurring in or about the Concession Premises. Concessionaire's obligations under Section 16 shall survive termination or expiration of this Agreement for the statute of limitations applicable to any claim or liability to which this section applies.

City and Concessionaire acknowledge that they mutually negotiated and agreed upon the indemnification provision in this Section.

INITIALS: _____ City of Seattle Representative
 _____ Concessionaire Representative

17. INSURANCE

Insurance to be secured by Concessionaire. Prior to the commencement of any activity, including development, on the Premises under this Agreement, Concessionaire shall secure and maintain, at no expense to City, a policy or policies of insurance as described in Exhibit D.

18. IMPROVEMENTS AND ALTERATIONS

18.1 Concessionaire's Responsibilities. Except for cosmetic, non-structural alterations made by Concessionaire in connection with its repair and maintenance obligations under Section 13.5 above, Concessionaire shall not make any improvements, alterations, or modifications to the Concession Premises without obtaining the Superintendent's prior written approval. Concessionaire covenants that it will cause all alterations, additions, and improvements to the Concession Premises to be completed at Concessionaire's sole cost and expense by a contractor approved by the Superintendent and in a manner that (a) is consistent with the Superintendent approved plans and specifications; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for City's benefit; (d) does not affect the structural integrity of the Building where the Concession Premises are located or any of the Building's systems; and (e) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Building. Concessionaire shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions, including but not limited to applicable building codes and the Americans with Disabilities Act; and reimburse City for any and all expenses incurred in connection therewith.

18.2 Prevailing Wages. In any contract for improvements, Concessionaire shall require its contractors to pay a wage commensurate with prevailing wages as described in RCW 39.12.

18.3 Liens. The Concessionaire shall keep the Concession Premises free and clear of, and shall indemnify, defend, and hold City harmless from, any and all liens and encumbrances arising or growing out of any act or omission, or breach of this Agreement or Concessionaire's use, improvement, or occupancy of the Concession Premises, or any of its principals, officers, employees, contractors, agents, or sub concessionaires. If any lien is so filed against the Concession Premises, Concessionaire shall either cause the same to be fully discharged and released of record within ten (10) days after City's written demand therefore or, within such period, provide City with cash or other security acceptable to City in an amount equal to one and one-half (1 ½) times the amount of the claimed lien as security for its prompt removal. City shall have the right to disburse such security to cause the removal of the lien if City deems such necessary, in City's sole discretion.

19. SUBCONTRACTING, SUBCONCESSIONS, AND ASSIGNMENT OF AGREEMENT

The Concessionaire shall not subcontract, assign or transfer this Agreement, in whole or in part, or otherwise convey any concession right or privilege granted hereunder or any part of the Premises without the prior written approval of the Superintendent, which may be granted, withheld, or conditioned in the Superintendent's sole discretion. The Superintendent's approval of any subcontract, sub concession, or assignment shall not relieve Concessionaire from any of the requirements of this Agreement.

20. STANDARDS

The Concessionaire, its agents and employees, shall render courteous service to the public with a view of adding to the public use and enjoyment of the Concession Premises. The Concessionaire shall operate and conduct the facilities on the Concession Premises in a Long-Term Concessions Agreement: The Kite Cafe
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businesslike manner, and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to the operation of the Concession Premises.

21. TEMPORARY CLOSURE OF CONCESSION PREMISES

SPR reserves the right to temporarily close the Concession Premises and suspend Concessionaire's operation of any portion thereof without liability for making of repairs or the convenience of the SPR upon a twenty-one (21) day notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any temporary SPR required closure, SPR shall post a sign notifying the public of the impending or effective closure. For any SPR designated closure SPR will prorate any minimum concession payment due.

22. ENTRY and KEY POLICIES

22.1 Entry. The City and its agents may enter the Concession Premises at all reasonable times for the purpose of inspecting or repairing the same, but this right shall impose no obligation upon the City to make inspections to ascertain the condition of the Concession Premises or to make repairs.

22.2 Keys. Access through keycards and keys is granted to Concessionaire for City owned and managed property and facilities. The City oversees access for the security and safety of the Building. The SPR facilities access and security systems unit designates management and can terminate access, or request the return of City property including, but not limited to keycard, keys, electronic keys (CyberKey), etc., with notice. Upon request to surrender city issued keys and/or badges, Concessionaire must return those items to an approved Contracts Administration & Support Office (CASO) designee or directly to the SPR Access Control unit.

Each key must be assigned and checked out by the Concessionaire for whom they will be issued. All costs associated with replacing any keys for Golden Gardens Bathhouse will be the responsibility of the Concessionaire including if SPR deems lock core replacement necessary. Alarm code will be provided by SPR and can only be given to concessionaire's staff.

22.3 Key Audits. The City may request key audits at any time, without notice. A response is required within seventy-two (72) hours of a key audit request. Audits initiated by the city may be performed on site or scheduled with Access Controls, determined by Access Controls. SPR will provide instruction at the time of a Concessionaire-initiated audit.

22.4 Lost or Stolen Keys/Electronic Keys/Keycards

If a key is lost or stolen, Concessionaire must notify the SPR Access Control team immediately. Concessionaire will be billed for the cost of rekeying the door(s) in an amount to be determined by SPR. The current cost for replacement of keys and keycards is fifty dollars (\$50.00) each, and two hundred and fifty dollars (\$250.00) for electronic keys (CyberKey). All keys, electronic keys, and keycards remain the property of the City and **Duplication is Strictly Prohibited**. Access Control number is 206-684-4021 or email @ accesscontrols.parks@seattle.gov.

23. NOTICES

Unless otherwise directed in writing, notices, and reports shall be delivered to SPR at the following address:

Department of Parks and Recreation
Contracts Administration and Support Office
Attention: JoAnn Gunter, Parks Concessions Coordinator
300 Elliott Ave W, Suite 100
Seattle, WA 98119
(206) 858-0277
joann.gunter@seattle.gov

And to the Concessionaire at the following address:

The Kite Cafe
Attn: Matthew Kelly and Anthony Meyer
5847 6th Ave NW
Seattle WA 98107
206-422-8071
info@thekitecafe.com

Either Party may change its address for receipt of reports, notices, or payments by giving the other written notice of such change.

24. DEFAULT

24.1 Definition. The following shall be a default (“Default”) by Concessionaire:

24.1.1. Concessionaire’s failure to pay the Concession Fee or any additional charge herein within ten (10) days of the date required by this Agreement;

24.1.2. Concessionaire’s breach of any obligation under this Agreement or failure to keep or perform any term, covenant, or obligation herein; or

24.1.3. Concessionaire’s filing of a petition in bankruptcy, or if a trustee or receiver is appointed for Concessionaire’s assets or if Concessionaire makes an assignment for the benefit of creditors, or is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is liquidated, voluntarily or otherwise; or

24.1.4. Concessionaire’s receipt of two or more notices of Default under Section 24.2, whether or not remedied in the time period allowed.

24.2 SPR Remedies. If Concessionaire has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within ten (10) days of demand for any monetary payment due or within thirty (30) days after written notice of any other

Default, then SPR shall have the following nonexclusive rights and remedies at its option: (i) to cure the Default on Concessionaire's behalf and to charge Concessionaire for all actual and reasonable costs and expenses incurred by SPR in effecting such cure; (ii) to re-take the Concession Premises and grant the Concession rights herein to another party; (iii) to exercise any other right or remedy allowed at law or equity. However, if the nature of Concessionaire's obligation is such that more than thirty (30) days is required for performance, then Concessionaire shall not be in Default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; provided, that the foregoing extended cure period shall not apply to Concessionaire's Default relating to monetary obligations or Concessionaire's vacation or abandonment of the Concession Premises.

24.3 SPR Default and Concessionaire Remedies. SPR shall be in default if SPR fails to perform its obligations under this Agreement within thirty (30) days after its receipt of notice of nonperformance from Concessionaire; provided, that if the default cannot reasonably be cured within the thirty (30) day period, City shall not be in default if City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon City's default, Concessionaire may terminate the Agreement without further liability to Concessionaire, although it has an obligation to leave the Premises in acceptable condition.

25. TERMINATION FOR CONVENIENCE

In addition to termination for cause and termination on expiration of the term hereof, this Agreement may be terminated by either Party for convenience, by the giving of advance written notice to the other Party. No such termination shall be effective earlier than sixty (60) days after the receipt of the termination notice by the receiving Party. Termination under this provision shall not relieve either Party of any duty or obligation owed under the terms of this Agreement prior to the termination date.

26. FORCE MAJEURE

Neither Party shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if and for such time period that the failure is due to any cause beyond a Party's reasonable control, including, but not limited to an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, pandemic, or war.

27. TIME

If the last day for the performance of any obligation under this Agreement falls upon a non-City business day, including Saturday, Sunday, or official City legal holiday, the final day for performance shall be the City's next business day.

28. WAIVER

Absent a specific written waiver signed by the Superintendent, SPR shall not be deemed to have waived any right SPR has under the terms of this Agreement or by operation of law with respect to any breach or default by Concessionaire. Such a written waiver shall be confined to its specific terms. Waiver of any obligation arising under the Agreement shall not be deemed a waiver of any other provision of the Agreement or of the Concessionaire's full compliance with the terms and conditions of the Agreement. No waiver will be implied from any knowledge that SPR may have of any breach, default, or non-compliance by Concessionaire. SPR's failure to enforce any provision of this Agreement shall not be deemed a waiver or consent.

29. CAPTIONS

Captions are for convenient reference only, and do not limit or amplify the language of the paragraph(s) following.

30. SIGNS AND ADVERTISING

The City's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs. Concessionaire shall be solely responsible for obtaining any permit required under the laws of the City of Seattle, for any sign or advertising erected at the Concession Premises. Per Ordinance 121716, all signage must be approved first by the Department of Neighborhoods due to Historical Landmarks Preservation Ordinance under chapter 25.12.

31. CHANGES AND MODIFICATIONS

The Parties reserve the right to amend this Agreement from time to time by mutual agreement in writing. No amendment shall be effective unless in writing and signed by an authorized representative of each of the parties.

32. APPROVALS BY THE CITY OR SUPERINTENDENT

The granting of approval or consent by the Superintendent to any action of Concessionaire does not constitute the taking of any official action, including the granting of approval, by any other City department or official, where other departments or officials' action is required by law, ordinance, resolution, or rule or regulation.

33. SEVERABILITY

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other

provisions of this Agreement which can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

34. SUCCESSORS IN INTEREST

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind the Concessionaire and any and all heirs, successors, executors, administrators, and assigns of the Concessionaire, all of whom shall be jointly and severally liable with the signatory to this Agreement.

35. NO RELATIONSHIP ESTABLISHED

SPR shall in no event be construed to be a partner, associate, or joint venturer of the Concessionaire or any Party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

36. CONSENT

Any time consent is required of a Party to this Agreement, unless otherwise specifically stated, such consent shall not be unreasonably withheld, conditioned, or delayed.

37. BACKGROUND CHECKS AND IMMIGRATION STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

Federal Immigration Enforcement Notification Requirements

- A. This Section applies to Contractors and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.
- B. As used in this Section, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S.

Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

- C. Prior to responding to any requests from a Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
 - b. requests for City records, databases, technology or information (written or oral).
- D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Project Manager is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.
- E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.
- F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

CONCESSIONAIRE, THE KITE CAFE LLC

By: _____ Date: _____
Matthew Kelly, Co-Owner

Anthony Meyer, Co-Owner

Date: _____

SEATTLE PARKS AND RECREATION

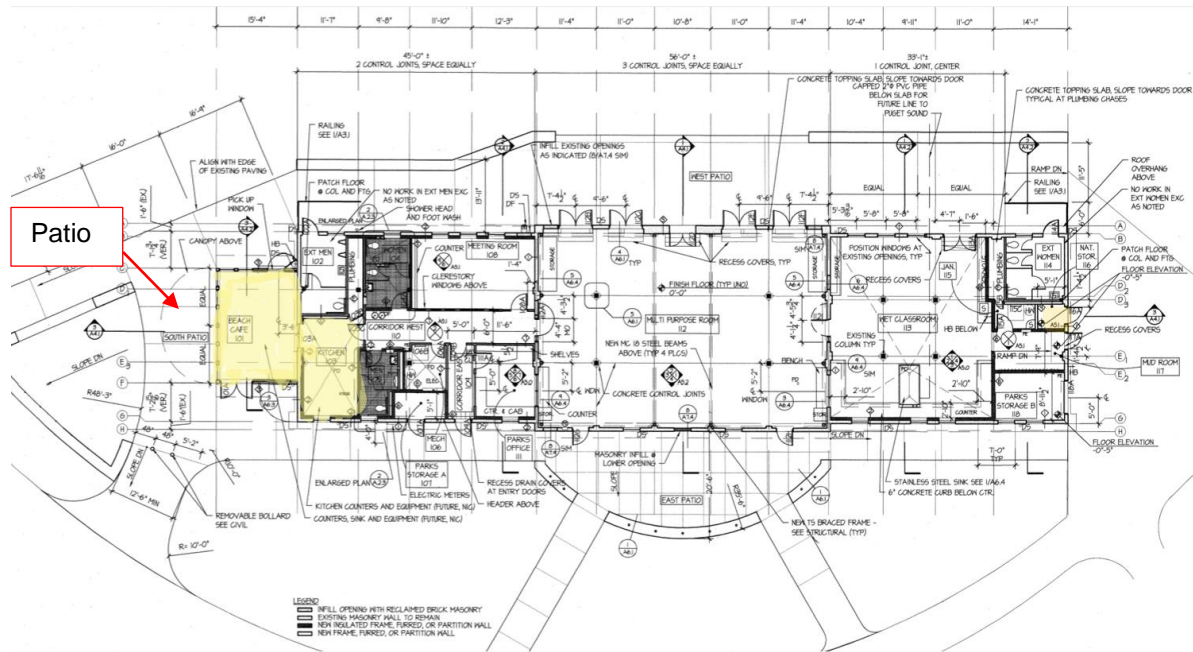
By: _____ Date: _____
Anthony-Paul (AP) Diaz, Esq., Superintendent

Golden Gardens Concession Agreement

EXHIBIT A – Golden Gardens Park Map and Bathhouse Floor Plan



Golden Gardens Concession Agreement EXHIBIT A CONTINUED - Golden Gardens Park Map and Bathhouse Floor Plan and Storage Area



South End Concession Stand & Patio Awning



North End Storage Area

Golden Gardens Concession Agreement

EXHIBIT B - Approved Menu and Pricing

Item Name	Categories	Price
Chex Mix	Chips	1.50
Cracker Jacks	Chips	1.50
Dot's Pretzels	Chips	1.50
Goldfish Cheddar	Chips	1.00
Mini Pretzels	Chips	1.50
Pirate S Booty Baked Puffs White Cheddar Oz	Chips	1.25
Pirate's Booty Aged White Cheddar	Chips	1.25
Skinny Pop	Chips	1.50
Skinny Pop Original Popcorn	Chips	1.50
SkinnyPop Popcorn, Sweet and Salty	Chips	1.50
SkinnyPop Popcorn, White Cheddar	Chips	1.50
SkinnyPop Original Popcorn	Chips	1.50
Toasted Corn	Chips	2.00
Veggie Straws, Sea Salt	Chips	1.50
Hawaiian Hulapeno	Chips	1.50
Hawaiian Luau BBQ Potato Chips	Chips	1.50
Hawaiian Original	Chips	1.50
Hawaiian Sweet Maui Onion	Chips	1.50
Tim's Potato Chips, Honey BBQ	Chips	1.50
Tim's Potato Chips, Jalapeno	Chips	1.50
Tim's Potato Chips, Original	Chips	1.50
Tim's Potato Chips, Salt and Vinegar	Chips	1.50
Americano	Coffee & Tea	4.50
Cappuccino	Coffee & Tea	5.50
Cappuccino	Coffee & Tea	5.75
Chai Latte	Coffee & Tea	6.50
Chai Latte	Coffee & Tea	6.75
Cold Brew	Coffee & Tea	4.50
Cold Brew	Coffee & Tea	5.00
Drip Coffee	Coffee & Tea	3.50
Drip Coffee	Coffee & Tea	4.00
Espresso	Coffee & Tea	3.75
Extra Shot	Coffee & Tea	1.25
Flat White	Coffee & Tea	5.50
Latte	Coffee & Tea	5.50

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Latte	Coffee & Tea	5.75
Strawberry Watermelon Lemonade	Coffee & Tea	3.50
Strawberry Watermelon Lemonade	Coffee & Tea	4.00
Iced Mocha	Coffee & Tea	6.00
Iced Mocha	Coffee & Tea	6.25
Hot Cocoa	Coffee & Tea	4.75
Hot Cocoa	Coffee & Tea	5.00
Mocha	Coffee & Tea	6.00
Mocha	Coffee & Tea	6.25
Arnold Palmer	Coffee & Tea	3.50
Arnold Palmer	Coffee & Tea	4.00
Iced Americano	Coffee & Tea	4.50
Iced Latte	Coffee & Tea	5.50
Iced Latte	Coffee & Tea	5.75
Lemonade	Coffee & Tea	3.50
Lemonade	Coffee & Tea	4.00
Mango Lemonade	Coffee & Tea	3.50
Mango Lemonade	Coffee & Tea	4.00
Iced Tea	Coffee & Tea	3.50
Iced Tea	Coffee & Tea	4.00
Cortado	Coffee & Tea	5.50
Steamer	Coffee & Tea	3.50
London Fog	Coffee & Tea	5.75
London Fog	Coffee & Tea	6.00
Hot Tea	Coffee & Tea	4.00
Aquafina 16.9oz Bottle	Drinks	2.00
Aquafina 20oz	Drinks	2.50
Celsius Energy Drink Peach Vibe	Drinks	3.98
Coca-Cola 20oz bottle	Drinks	3.58
Coca-Cola Zero Sugar 20oz Bottle	Drinks	2.99
Crush Orange 20oz bottle	Drinks	2.99
Diet Coke Bottle 20oz Bottle	Drinks	2.99
Diet Dr. Pepper 20oz bottle	Drinks	2.99
Diet Pepsi 20oz bottle	Drinks	2.99
Dole Apple Juice 15.2oz bottle	Drinks	3.00
Dole Orange Juice 15.2oz bottle	Drinks	3.00
Dr Pepper 20oz bottle	Drinks	2.99
Gatorade Cherry 20oz bottle	Drinks	3.58
Gatorade Cool Blue 20oz bottle	Drinks	3.58

Gatorade Frost Arctic Blitz	Drinks	3.58
Gatorade Fruit Punch 20oz bottle	Drinks	3.58
Gatorade Glacier Freeze 20oz bottle	Drinks	3.58
Gatorade Lemon Lime 20oz bottle	Drinks	3.58
Gatorade Orange 20oz bottle	Drinks	3.58
La Croix Sparkling Water Lemon	Drinks	1.36
La Croix Sparkling Water Pamplemousse	Drinks	1.36
Lacroix Lime Sparkling Water	Drinks	1.36
LifEWTR Enhanced Water	Drinks	3.25
Mtn Dew 20oz bottle	Drinks	3.58
Mtn Dew Baja Blast 20oz bottle	Drinks	3.58
Naked Juice Power C Machine 15.2oz	Drinks	5.00
Naked Juice Smoothie berry blast 10ounce	Drinks	2.59
Naked Mighty Mango 10oz	Drinks	2.59
Naked Strawberry Banana 10oz	Drinks	2.59
Naked, Blue Machine 10oz	Drinks	2.59
Naked, Juice Green Machine 15.2oz	Drinks	4.49
Naked, Juice Strawberry Banana 15.2oz	Drinks	4.49
Naked, Mighty Mango 20 oz	Drinks	5.00
Ocean Spray Cranberry 15.2oz	Drinks	3.50
Pepsi 20oz Bottle	Drinks	3.58
Proud Source Sparkling Water	Drinks	2.93
Proud Source Water	Drinks	2.93
Rishi Sparkling - Black Lemon	Drinks	4.05
Rishi Sparkling - Dandelion Ginger	Drinks	4.05
Rishi Sparkling - Grapefruit Quince	Drinks	4.05
Something & Nothing, Cucumber Soda	Drinks	4.05
Something & Nothing, Yuzu Soda	Drinks	4.05
Sprite Bottle 20oz bottle	Drinks	3.58
Starry 20 oz bottle	Drinks	3.58
Talking Rain, Sparkling Artesian Water Natural	Drinks	1.36
Topo Chico Mineral Water	Drinks	3.17
Tree Top Apple Juice	Drinks	2.25
Tree Top Cranberry	Drinks	2.25
Tree Top Orange Juice	Drinks	2.25
Yachak Organic Organic Passion Fruit Yerba Mate	Drinks	4.73
Yachak Organic Yerba Mate Blackberry	Drinks	4.73
Yachak Organic Yerba Mate Ultimate Mint	Drinks	4.73
Pepsi Zero Sugar Cola 12 Fluid Ounce Aluminum Can	Drinks	2.00

CELSIUS Fantasy Vibe 12oz can	Drinks	3.98
CELSIUS Sparkling Arctic Vibe 12oz can	Drinks	3.98
CELSIUS Sparkling Lemon Lime 12oz can	Drinks	3.98
CELSIUS Sparkling Tropical Vibe 12oz can	Drinks	3.98
Canada Dry Ginger Ale 12oz can	Drinks	2.25
Coca Cola 12oz can	Drinks	2.25
Coke Zero Sugar 12oz Can	Drinks	2.00
Crush Orange 12oz Can	Drinks	2.00
Diet Coke Can 12oz Can	Drinks	2.00
Diet Dr Pepper 12oz can	Drinks	2.00
Diet Pepsi 12oz can	Drinks	2.00
Dr. Pepper 12oz Can	Drinks	2.00
Mug Root Beer 12oz can	Drinks	2.25
Pepsi 12oz Can	Drinks	2.25
Red Bull Energy Drink 12oz can	Drinks	4.49
Sprite 12 oz can	Drinks	2.25
Starry 12oz can	Drinks	2.25
Big Bopper Sandwich	Ice Cream	5.00
Blue Raspberry Icee	Ice Cream	1.80
Breyers Mrs. Fields Ice Cream Cookie Sandwich	Ice Cream	4.53
Chips Galore	Ice Cream	4.25
Cookies N' Cream Ice Cream Bar	Ice Cream	3.50
Cookies n Cream Ice Cream Sandwich	Ice Cream	5.00
Fudge Bar	Ice Cream	2.00
Giant King Cone	Ice Cream	4.53
Good Humor, Strawberry Shortcake Dessert Bar	Ice Cream	3.25
Hersheys Smores Icecream Bar	Ice Cream	3.25
Ice Cream Sandwich	Ice Cream	2.00
Italian Ice-Lemon	Ice Cream	2.25
Italian Ice-Strawberry	Ice Cream	2.25
Klondike Bar	Ice Cream	3.40
Klondike Cookies and Creme	Ice Cream	4.45
Mississippi Mud Ice Cream Sandwich	Ice Cream	3.50
Orange Dream Bar	Ice Cream	3.00
Original Bomb Pop	Ice Cream	4.00
Popsicle, Nickelodeon, Spongebob Squarepants	Ice Cream	3.50
Reeses Icecream Stick	Ice Cream	3.25
Ruby Jewel Lemon Cookies	Ice Cream	4.53
RubyJewell Vanilla Bean Ice Cream Sandwich	Ice Cream	4.53

Seattle Pops	Ice Cream	6.00
Sherbert cup	Ice Cream	2.00
Strawberry Shortcake	Ice Cream	2.50
Twist Cone	Ice Cream	5.00
Vanilla Crunch Bar	Ice Cream	3.00
Strawberry Banana Seattle Pop	Ice Cream	6.00
3D Jet Kite - Blue Angel	Kites	66.00
56 in. Delta Kite - Electromagnetic Rainbow	Kites	27.50
56 in. Delta Kite - Warm Orbit	Kites	27.50
56 in. Stream Delta Kite - Rainbow Orbit	Kites	31.90
Gyro Delta Kite - Rainbow	Kites	40.70
Hot Cut Streamer Kite Tails - Neon	Kites	3.00
Kid's 28in Fringe Delta: Purple Dragon	Kites	15.95
Kid's 28in Fringe Delta: Sea turtle	Kites	15.95
Kid's 28in Fringe Delta: T-Rex	Kites	15.95
Kid's Diamond Kite: Butterflies	Kites	22.00
Kid's Diamond Kite: Fierce Shark	Kites	22.00
Kid's Diamond Kite: Premier Kite Sold Here	Kites	22.00
Kid's Diamond Kite: Skull and Crossbones	Kites	22.00
Lg. Easy Flyer Kite - Macaw	Kites	38.50
Lg. Easy Flyer Kite - Mandala	Kites	33.00
Mini Diamond Kites: Butterfly	Kites	10.00
Mini Diamond Kites: Sonicfox	Kites	10.00
Mini Diamond Kites: Trex	Kites	10.00
Mini Dino Backpack Kite	Kites	10.00
Mini Rechargeable Fan	Kites	12.00
MiniSled Kite: Jolly Roger	Kites	12.00
MiniSled Kite: Tie Dye	Kites	12.00
MiniSled Kite: Wavy Gradient	Kites	12.00
Pocket Flyer Single Line Kite Electric	Kites	24.95
Pocket Flyer Single Line Kite Inferno	Kites	24.95
Pocket Flyer Single Line Kite Ultraviolet	Kites	24.95
Prism Kite Technology Sinewave Ultraviolet Mesmerizing Parafoil Kite Ready to Fly with 200 Foot Line and Removable 20 Foot Tail	Kites	40.00
Rainbow Bird Kite	Kites	33.00
Sinewave Aurora	Kites	40.00
Sinewave Plasma	Kites	40.00
Thunderbird Kite - 60 in. Phoenix	Kites	27.50
Thunderbird Kite - 60 in. Rainbow Geometric	Kites	27.50

Thunderbird Kite - 60 in. Rainbow Stars	Kites	27.50
Thunderbird Kite - 90 in. Rainbow Geometric	Kites	40.70
Vertex Aurora	Kites	32.95
Vertex Infrared	Kites	32.95
Vertex Ultraviolet	Kites	32.95
Zenith 5 Aurora	Kites	39.95
Zenith 5 Infrared	Kites	39.95
Zenith 5 Ultraviolet	Kites	39.95
Zippy Flow Tail Delta Kite: Mermaid Unicorn	Kites	16.95
Chelan Cherry Vanilla	Milkshakes	9.00
Chelan Cherry and Chocolate Shake	Milkshakes	9.00
Chelan Cherry and Chocolate Shake (VEGAN)	Milkshakes	10.00
Chocolate Shake	Milkshakes	9.00
Chocolate Shake (VEGAN)	Milkshakes	10.00
Cold Brew and Cookies Shake	Milkshakes	9.00
Cold Brew and Cookies Shake (VEGAN)	Milkshakes	10.00
Cookies and Cream Milkshake	Milkshakes	9.00
Cookies and Cream Shake (Vegan)	Milkshakes	10.00
Strawberries n Cream Shake	Milkshakes	9.00
Strawberries n Cream Vegan	Milkshakes	10.00
Strawberry Shake	Milkshakes	9.00
Strawberry Shake (VEGAN)	Milkshakes	10.00
Vanilla Shake	Milkshakes	9.00
Vanilla Shake (VEGAN)	Milkshakes	10.00
Chapstick Moisturizer Original Lip Balm Tube	Non-food Retail	4.00
Banana Boat Sunscreen Packet	Non-food Retail	2.00
Banana Boat Ultra Sport Sunscreen Lotion SPF 30 oz	Non-food Retail	6.00
Beach Ball	Non-food Retail	2.00
Camping Hammock	Non-food Retail	25.00
Carmex Lip Balm	Non-food Retail	3.50
ChapStick	Non-food Retail	4.00
Coppertone Sport Sunscreen Spray	Non-food Retail	16.00
Coppertone sunscreen	Non-food Retail	10.00

Cough Drops	Non-food Retail	4.00
Foam Balls	Non-food Retail	1.00
Foam Spiral Football	Non-food Retail	5.00
Frisbee / Disc	Non-food Retail	12.00
Grey Towels	Non-food Retail	15.00
Sunglasses	Non-food Retail	15.00
Tennis Ball Set	Non-food Retail	10.00
Tums	Non-food Retail	5.00
Volleyball	Non-food Retail	20.00
Hat	Non-food Retail	25.00
Tote Bag	Non-food Retail	25.00
BRM Brown Sugar Oatmeal	Nuts, Seeds and Protein Bars	4.00
Bobo's Oat Bars - All Natural Bar Lemon Poppyseed	Nuts, Seeds and Protein Bars	3.25
Bobos Oat Apple Pie Oat Bite	Nuts, Seeds and Protein Bars	1.50
Bobos Oat Strawberry Oat Bite	Nuts, Seeds and Protein Bars	1.50
CLIF Chocolate Chip	Nuts, Seeds and Protein Bars	2.50
CLIF Peanut Butter	Nuts, Seeds and Protein Bars	2.50
Protein Puck Mighty Moxie Peanut Butter Bar	Nuts, Seeds and Protein Bars	3.25
Sun Butter, Coconut, Puck	Nuts, Seeds and Protein Bars	3.25

Think Jerky	Nuts, and Bars	Seeds Protein	4.00
Trail Mix	Nuts, and Bars	Seeds Protein	1.00
Cinnamon Roll	Pastries		6.00
Sticky Bun	Pastries		6.00
Apple	Picnic Snacks		2.00
Charcuterie Box	Picnic Snacks		9.50
Mama Lil's Peppers	Picnic Snacks		1.00
Orange	Picnic Snacks		0.91
Overnight Oats	Picnic Snacks		6.00
Pickle	Picnic Snacks		1.50
Pickle Chip Cup	Picnic Snacks		2.50
Muffin	Picnic Snacks		3.25
The Bainbridge	Salads		14.00
The Whidbey	Salads		14.00
Montlake	Salads		13.00
The Alki	Salads		13.00
The Carkeek	Salads		12.00
Loyal Heights (Nut Butter and Jelly - no peanuts!)	Sandwiches		6.00
Magnolia (Grilled Cheese)	Sandwiches		6.00
The Crown Hill	Sandwiches		16.50
The Greenwood	Sandwiches		15.50
The Shilshole	Sandwiches		16.50
The Sunset	Sandwiches		17.50
5 Gum	Sweets		4.00
Bubba Bubba Watermelon	Sweets		4.00
Fruit Snacks	Sweets		1.00
GoGo SqueeZ, AppleApple	Sweets		1.50
GoGo SqueeZ, AppleCinnamon	Sweets		1.50
GoGo SqueeZ, ApplePeach	Sweets		1.50
GoGo SqueeZ, AppleStrawberry	Sweets		1.50
Gummy Bears	Sweets		2.50
Hubba Bubba Gum	Sweets		4.00
M&M Peanut	Sweets		2.50
Moon Pie Double Decker Chocolate Marshmallow Sandwich oz	Sweets		1.00
Nerds Gummy Clusters very Berry Candy oz Bag	Sweets		3.00
Peeps Marshmallow Chicks	Sweets		0.91

Sour Patch Kids	Sweets	3.00
Sour Patch Kids Watermelon	Sweets	2.50
Tootsie Roll Pops	Sweets	0.45
Wrigley's Doublemint Chewing Gum	Sweets	0.45
Blow Pop	Sweets	0.45
Sour Skittles	Sweets	2.50
Haribo, Gold-Bears, Gummi Candy	Sweets	3.50
Nerds Gummy Clusters 3 oz. Share Pack	Sweets	3.00
Skittles	Sweets	2.50
Starburst	Sweets	2.50
3 Musketeers	Sweets	3.00
Hershey's Chocolate	Sweets	2.50
Hershey's Chocolate with Almonds	Sweets	2.50
Kit Kat	Sweets	2.50
M&Ms	Sweets	2.50
Milky Way	Sweets	2.50
Reese's Cup	Sweets	3.00
Snickers	Sweets	3.00
Twix	Sweets	3.00
Grandma's Cookies	Sweets	2.00
That's it Mini Fruit Bars, Blueberry	Sweets	1.00
That's it Mini Fruit Bars, Mango	Sweets	1.00
That's it Mini Fruit Bars, Strawberry	Sweets	1.00
10 " Beamo Disk	Toys	7.00
Castle Mold Assortment	Toys	1.81
Sand Bucket 4 Piece	Toys	5.44
Sand Claw	Toys	1.81
Wooden Shovel	Toys	6.80
Pinky Hi- Bounce Balls: 2.25 Inch Party Favor Multi-Colored	Toys	3.62

Golden Gardens Concession Agreement

EXHIBIT C - Concession Monthly Report of Open Hours Form

OPEN HOURS			
The Kite Café			
Month/Year:			Date:
Day of Month	Time Open (Ex: 8:30 AM)	Time Closed (Ex: 6:45 PM)	# of Hours
1			0.00
2			0.00
3			0.00
4			0.00
5			0.00
6			0.00
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
21			0.00
22			0.00
23			0.00
24			0.00
25			0.00
26			0.00
27			0.00
28			0.00
29			0.00
30			0.00
31			0.00
			0.00
			Total Hours

Golden Gardens Concession Agreement

EXHIBIT D - Insurance Requirement

1. **Furnished Coverages and Limits of Liability:** Concessionaire shall, at no expense to the City, maintain, and cause its subconcessionaire(s), if any, to maintain in full force and effect the following minimum limits of insurance, and adhere to all terms and conditions below, at all times beginning on the Commencement Date and ending on the Expiration Date of this Concessionaire Agreement:.

A. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:

\$2,000,000 per Occurrence (combination of CGL and excess or umbrella limits are acceptable)
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury Liability
\$1,000,000 Damage to Premises Rented to You

Employers Liability / Washington Stop
\$1,000,000 Each Accident / Each Disease / Policy Limit

Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Coverage shall include: Premises and Operations; Broad Form Property Damage (Including Completed Operations); Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract); Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; Waiver of Subrogation endorsement in favor of Owner as required by contract; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.

The limits of liability described above are minimum limits of liability only. Regardless of provisions to the contrary under the terms of any insurance policy maintained by Concessionaire, the specification of any such minimum limits shall neither be (1) intended to establish a maximum limit of liability to be maintained by Concessionaire regarding this Agreement, nor (2) construed as limiting the liability of any of Concessionaire's insurers, which must continue to be governed by the stated limits of liability of the relevant insurance policies.

B. Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

- C.** Workers' Compensation insurance securing Concessionaire's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- D.** Property Insurance under which the Concessionaire's furniture, trade fixtures, equipment and inventory ("Business Personal Property") and all alterations, additions and improvements that Concessionaire makes to the Premises are insured throughout the Term of this Agreement in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (earthquake optional), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form" (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or Sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of Rent and Additional Charge and other fixed costs during any interruption of Concessionaire's business. Coverage shall contain a waiver of coinsurance or agreed amount endorsement(s). City shall be named as a loss payee, as its interest may appear, as respects property insurance covering the alterations, additions and improvements under such policy.
- E.** In the event that the City deems insurance to be inadequate to protect Concessionaire and the City, Concessionaire shall increase coverages and/or liability limits as the City shall deem reasonably adequate within sixty (60) days after the date of written notice.

2. Terms and Conditions for Concessionaire's Insurance.

- A.** The City of Seattle as Additional Insured: The CGL insurance and, in addition, Excess and/or Umbrella liability insurance, if any, shall include "The City of Seattle, its officers, officials, employees, agents and volunteers" as additional insureds. Concessionaire's insurance shall be primary and non-contributory to any insurance maintained by or available to the City. The term "insurance" in this paragraph shall include insurance, self-insurance (whether funded or unfunded), alternative risk transfer techniques, capital market solutions or any other form of risk financing.
- B.** Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited: Concessionaire's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. Concessionaire's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Concessionaire's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Concessionaire's CGL policy shall NOT include any of the following Endorsements (or their equivalent endorsement or exclusions): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage

to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. Concessionaire's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by Concessionaire or reduced and/or offset against the Agreement.

- C. Cancellation Notice:** Coverage shall not be cancelled without forty-five (45) day written notice of such cancellation, except ten (10) day written notice as respects cancellation for non-payment of premium, to the City at its notice address except as may otherwise be specified in Revised Code of Washington (RCW) 48.18.290 (Cancellation by insurer.). The City and the Concessionaire mutually agree that for the purpose of RCW 48.18.290 (1) (b), for both liability and property insurance the City is deemed to be a “mortgagee, pledge, or other person shown by (the required insurance policies) to have an interest in any loss which may occur thereunder.”
- D. Minimum Security Requirements:** Each insurance policy required hereunder shall be (1) subject to reasonable approval by City that it conforms with the requirements of this Section, and (2) be issued by an insurer rated A–:VIII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington unless procured under the provisions of chapter 48.15 RCW (Unauthorized insurers).
- E. Deductible or Self-Insured Retention:** Any deductible or self-insured retention (“S.I.R.”) must be disclosed to, and shall be subject to reasonable approval by, the City. Concessionaire shall cooperate to provide such information as the City may reasonably deem to be necessary to assess the risk bearing capacity of the Concessionaire to sustain such deductible or S.I.R. The cost of any claim falling within a deductible or S.I.R. shall be the responsibility of Concessionaire. If a deductible or S.I.R. for CGL or equivalent insurance is not “fronted” by an insurer but is funded and/or administered by Concessionaire or a contracted third party claims administrator, Concessionaire agrees to defend and indemnify the City to the same extent as the City would be protected as an additional insured for primary and non-contributory limits of liability as required herein by an insurer.

3. City's Property Insurance Coverage and Limits.

- A.** City will maintain at its expense Property Insurance or self-insurance under which the Premises, excluding Concessionaire's Business Personal Property and Improvements, are insured throughout the Term in an amount not less than the replacement cost new thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss (including earthquake), not less broad than provided by the insurance industry standard “Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or SPR sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, or above-ground oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises. City's Property Insurance currently is subject to a \$250,000 deductible for most claims for which Concessionaire shall be responsible only to the proportional extent to which the loss or damage is attributable to Concessionaire's negligent acts that are, or should be, covered by Concessionaire's Fire/Concessionaire Legal Liability insurance.

- B.** During such time as Concessionaire is engaged in the performance of the Improvements or other renovation of the Premises, the Concessionaire shall maintain in full force and effect “All Risks” Builder’s Risk Property insurance or equivalent for the portion of the Premises under renovation, including fire and flood, on a replacement cost new basis subject to a deductible of no more than \$50,000 each loss. In the event of a claim under the builder’s risk policy, Concessionaire or its contractor(s) shall be responsible for paying any deductible under the policy if Concessionaire or any of its agents, employees, or contractors is responsible for the loss or damage. It shall be Concessionaire’s responsibility to properly coordinate with the City’s Risk Management Division the placement of Builder’s Risk Property insurance prior to any new construction on, or structural alteration of, the Premises.

The City may change the terms of its insurance in Sections 3.A. and 3.B. at any time based on market conditions, with no compensation due to the Concessionaire.

- 4.** Waiver of Subrogation. Unless such waiver would void the property insurance coverage to be provided pursuant to this section, the City and Concessionaire waive all subrogation rights each may have against the other, or any subconcessionaire, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by the City or the Concessionaire or both as fiduciary. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.
- 5.** Evidence of Insurance. On or before the Commencement Date, and thereafter not later than the last business day prior to the expiration date of each such policy, the following documents must be delivered to City at its notice address as evidence of the insurance coverage required to be maintained by Concessionaire:
- A.** Certification of insurance documenting compliance with the coverage, minimum limits and general requirements specified herein; and
 - B.** A copy of the policy’s declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements;
 - C.** A copy of the CGL insurance policy provision(s) and endorsements expressly including the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

- D.** Pending receipt of the documentation specified in this Exhibit D – Insurance Requirements. Concessionaire may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

Evidence of Insurance as set forth above, shall be issued to:

The certificate holder shall be:

The City of Seattle c/o Seattle Parks and Recreation
Contracts Administration and Support Office
300 Elliott Ave W, Suite 100
Seattle, WA 98119

with an electronic copy to joann.gunter@seattle.gov

- 6.** Assumption of Property Risk. The placement and storage of Concessionaire's Business Personal Property in or about the Premises shall be the responsibility, and at the sole risk, of Concessionaire.
- 7.** Adjustments of Claims: The Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Concessionaire under this Agreement.
- 8.** Concessionaire's Responsibility: The procuring of the policies of insurance required by this Agreement shall not be construed to limit the Concessionaire's liability hereunder. Notwithstanding said insurance, the Concessionaire shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Concessionaire, or any of its agents, officers and employees or through use or occupancy of the Premises.

Golden Gardens Concession Agreement

EXHIBIT E - Concessionaire Equipment List

Square Point of Sale
Cash Register
JBL Speaker
Deli Case
Retail Freezer 3x
Freezer 2x
Beverage Dispenser
Coffee Grinder
LaSpaziale 2 Group Espresso Machine
Ice Machine
Square receipt printer
Square Ticket Printer
Gatorade Merchandiser Sliding Door Cooler
Induction Burner x2
Panini Press
Drip Coffee Machine
Katana Sandwich 27" refrigerator
Katana Sandwich 48" refrigerator
Katana 2 door Reach-in refrigerator
Deli Slicer
Food Processor
Underbar Dishwasher (Rental)

Phone/Device Chargers
Internet Modem
Ring Camera
Microwave
Various small countertop appliances
60" Doorway Air Curtain Fan
Large Fans x3
Janitorial Chemical Dispenser (Rental)
Handwashing Sink Soap Dispenser (Rental)
3-Compartment Sink Chemical Dispenser (rental)
Temporary flagpoles with mounts x6
24"x24" Safe
Various racking & shelving
Installed Custom Cabinetry
Installed Custom dining bar
Counter stools x6
Retail Chip Racks x2
Various retail gridwall, hooks and other fixtures
Track Lighting
Coffee Brewer
Counter Top Barista Pitcher Sink

END OF AGREEMENT

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Parks and Recreation	Kathleen Gantz	Alex Rouse

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to execute for and on behalf of The City of Seattle a concession agreement granting The Kite Cafe LLC the right to exclusive use and occupancy of the Golden Gardens Bathhouse Concession Premises for the purpose of providing food and concessions for park patrons at Golden Gardens Park.

Summary and Background of the Legislation: The proposed legislation authorizes Seattle Parks and Recreation (SPR) to enter into a five-year, long-term concession agreement with The Kite Cafe LLC (“The Kite Cafe”) to manage and operate the food concessions located at Golden Gardens Bathhouse (“Bathhouse”). The proposed agreement includes one five-year term with an option to extend for an additional five-years for a total of ten years.

The 2023 fair market appraisal of the Golden Gardens concession stand and storage unit are \$32.61/square foot/year. The Kite Cafe will occupy a total of 500 square feet in the Bathhouse and the annual concession base fee will be \$16,305 with an annual inflation-based increase capped at no more than 4%. Should sales exceed one million dollars (\$1,000,000) per calendar year, concessionaire will also pay SPR 1% of gross receipts on revenue above one million dollars (\$1,000,000). The agreement also allows the concessionaire to have an ice cream Jeep (battery powered) fully under the awning at the south end of the building during summer months on Thursday-Sundays.

Background: The original Golden Gardens Bathhouse, constructed in 1929-1930, housed a changing room, storage facility, and a lifeguard station. The Bathhouse was renovated in 2004 with Pro Parks Levy funds to include a separate area for food concessions.

Since that time, SPR has programmed the space through long-term food concession agreements awarded through formal RFP processes. The Kite Cafe is the third long-term concessionaire that was chosen from RFP processes. This most recent RFP process began in 2023 in anticipation of the end of the former concessionaire’s contract. The RFP was released in September 2023, with proposals due in October 2023. Four proposals were received and three of them met minimum qualifications and were reviewed by a diverse panel team of three SPR staff and three community representatives. The top two proposals were invited to an in-person interview, and The Kite Cafe was ultimately chosen as the top proposal. The Kite Cafe began a one-year contract on April 15, 2024, while SPR prepared the long-term concession agreement and authorizing legislation.

The Kite Cafe is a local food business owned and managed by local Ballard residents. They operate an ice cream Jeep, catering company, and brick and mortar cafe. They have over 22 years of combined experience in the food industry including front-of-house roles, back-of-house roles, and digital marketing. The Kite Cafe supports locally grown food from producers and offers a diverse menu with cost-conscious, local, and healthy food options. They embrace many of SPR's values of creating warm and welcoming spaces, creating community, providing jobs and training opportunities for youth, and partnering in the care and upkeep of a valued SPR asset.

Note that while this legislation authorizes the concession agreement and subsequent collection of concession fees, it does not result in material financial changes to SPR's 2025 Adopted Budget which already assumes revenues from the long history of concessions at the Bathhouse facility.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the city? ☐ Yes ☒ No

Notes: SPR does not anticipate that the new concession agreement with The Kite Cafe will have significant financial impacts on the 2025 Adopted Budget beyond those already described, as the budget already assumes concession revenues at this facility.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.

Seattle Parks and Recreation would forgo at least \$16,300 annually in revenue over the five years of the lease plus extension. Golden Garden Bathhouse is managed offsite by SPR; therefore, having a concessionaire on-site year-round helps to activate the park positively, enhances park visitors experience by providing healthy food options and provides eyes on the park on a more

continuous basis. If the legislation is not implemented, SPR does not have funding to activate the park or provide healthy concession offerings.

Please describe how this legislation may affect any City departments other than the originating department.

N/A

4. OTHER IMPLICATIONS

Is a public hearing required for this legislation?

No

Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No

Does this legislation affect a piece of property?

Yes, this legislation is for the food concessions area at the south end of the Golden Gardens Bathhouse, and the storage space at the north end of the bathhouse, located at 8498 Seaview Pl NW, Seattle WA 98117. The map is attached as Summary Attachment A.

a. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The Kite Cafe continues to include a focus on inexpensive, grab-and-go as well as hot food items designed for families coming from all parts of Puget Sound to recreate at Golden Gardens beach for the day.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. What is the Language Access Plan for any communications to the public?**

The Kite Cafe's menu is available in Spanish and their point-of-sale menu includes 8 language options.

b. Climate Change Implications

- iv. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

By using local ingredients, compostable packaging, and electric equipment, The Kite Cafe actively reduces its carbon footprint. The Kite Cafe also sources from the local food system whenever possible, minimizing emissions and impact on the environment from longer supply chain transportation. The Kite Cafe's ice cream Jeep runs on a battery inverter system while in operation, further reducing their reliance on fossil fuels.

- v. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?

N/A

Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

No

5. ATTACHMENTS

Summary Attachments:

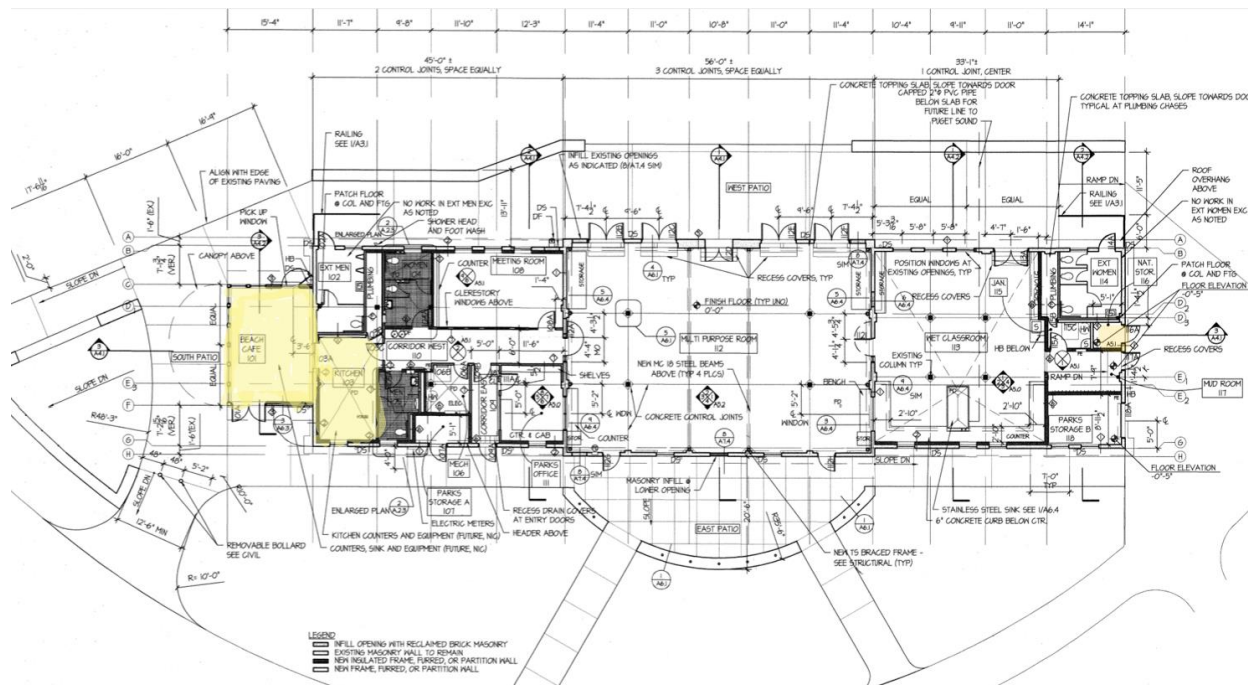
Summary Attachment A – Map and Photos of Golden Gardens Bathhouse Food Concessions and Storage Area

Summary Attachment A: Map and photos of Golden Gardens Bathhouse Food Concessions and Storage area



This map of Golden Gardens Bathhouse is intended for illustrative or informational purposes only and is not intended to modify anything in the legislation.

Summary Attachment A Continued: Map and photos of Golden Gardens Bathhouse Food Concessions and Storage area



South end concession stand



North end storage room



Golden Gardens Bathhouse Food Concession

THE KITE CAFE LLC

Long-Term Concessions Agreement

July 23, 2025

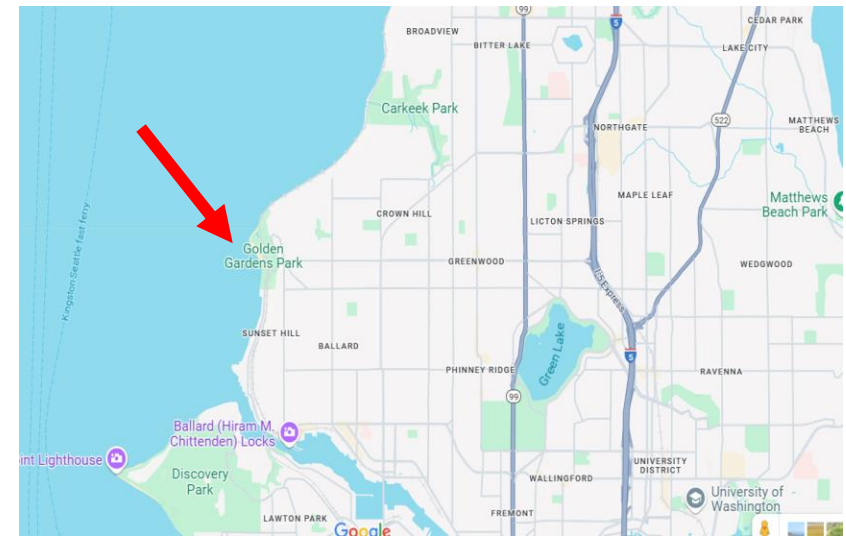


Briefing Overview

Purpose: Consideration of an ordinance authorizing the Superintendent of Parks and Recreation to execute a concession agreement granting The Kite Cafe LLC the right to exclusive use and occupancy of the Golden Gardens Bathhouse Concession Premises for the purpose of providing food and concessions for park patrons at Golden Gardens Park.

Agenda:

- Background Information
- Timeline
- Key Terms
- Questions / Discussion

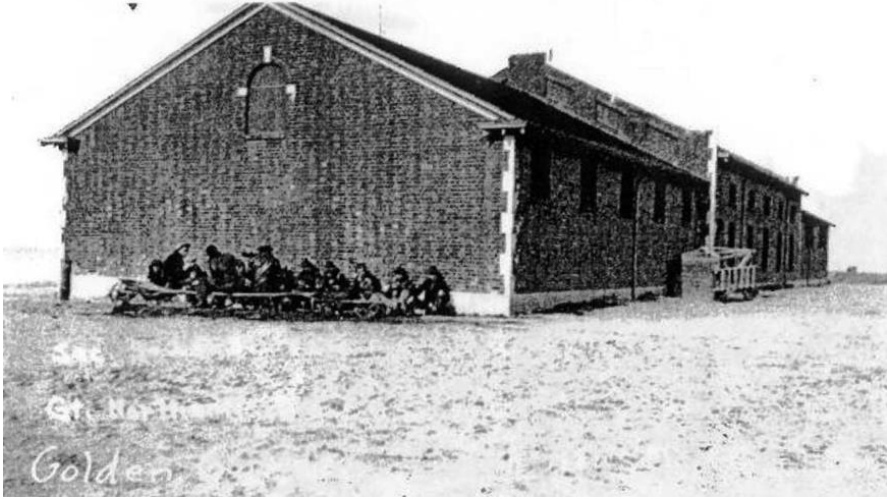


Golden Gardens Bathhouse: Long-Term Agreement Goals

- Activate and maintain the historic bathhouse building
- Enhance the Golden Gardens visitor experience including providing
- Provide park visitors with affordable, healthy snack options
- Enable a small, seasonal business to succeed as a valued part of its community
- Provide “eyes on the park” to enhance a safe and welcoming feeling in the park



Golden Gardens Bathhouse



Golden Gardens
Bathhouse, circa 1929



Golden Gardens
Bathhouse, circa 1969



Golden Gardens
Bathhouse, circa 2023

Golden Gardens Concession: Timeline



Fall 2023: RFP Process

- Four proposals received were reviewed / scored by 3 SPR staff and 3 community members

January 2024: RFP Awarded

- Kite Cafe selected

Spring 2024: Kite Cafe opens under 1 year agreement

- Negotiations underway for longer term agreement
- Tenant improvements including new paint and electrical upgrades
- Net Revenue to SPR in 2024: \$38,300

Summer 2025: Council considers longer term agreement

- Key terms on next slide

Proposed Agreement: Key Terms

Key Term	Description
Premises	Cafe area (500 SF)
Vehicles	Ice cream truck must remain on premises and under awning
Initial Term / Extension	5 years / One 5-year extension with mutual agreement
Annual Concession Fee	\$16,300 (inflated by no more than 4%) + utility costs
Total Concession Fee	Initial Term: \$81,500 + CPI (5-year extension same)
Additional Percentage Fee	1% fee applies to gross receipts above \$1 million/year (level not yet reached)



Owners, Matt Kelly and Tony Meyer



Young Matt playing at Golden Gardens



Young Tony at the Golden Gardens concession food truck

Kite Café: Supporting Small Business and Community



Seattle Pops



Prism Kites



Hayton Berries



Ballard Little League



Ice Cream Jeep: Handspun milkshakes
and hand dipped cones
Thursdays – Sundays

Questions?





Legislation Text

File #: CB 121038, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into a five-year agreement, with options to extend, with Lost Evenings to operate and provide management of the Green Lake Pitch & Putt at Green Lake Park.

WHEREAS, the Green Lake Pitch & Putt has been open for residents since 1947, and owned by The City of Seattle since 1953; and

WHEREAS, the Green Lake Pitch & Putt offers a recreational opportunity where community can learn and enjoy the game of golf in a smaller, community-focused Pitch & Putt course; and

WHEREAS, SPR continues to desire to provide quality programming and operations that meet the mission, vision, and values of Seattle Parks and Recreation; and

WHEREAS, SPR conducted a Request for Proposal (RFP) for the operation of the Green Lake Pitch & Putt in 2024; and

WHEREAS, a panel of community members and City of Seattle staff scored the RFP responses and recommended Gilly Wagon LLC, a single member limited liability company licensed and authorized to do business in Washington State and owned by Amy Faulkner; and

WHEREAS, the Superintendent awarded the contract for Green Lake Pitch & Putt to Gilly Wagon, LLC or its assignees; and

WHEREAS, Amy Faulkner, owner of Gilly Wagon, has started a second business, Lost Evenings, LLC, to facilitate the contract and operations of the Green Lake Pitch & Putt, and Lost Evenings, LLC is owned and operated solely as a single member limited liability company owned by Amy Faulkner; NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of Seattle Parks and Recreation (“Superintendent”), or the Superintendent’s designee, is authorized to execute for and on behalf of the City an Agreement for the use, operation, community programming, and maintenance of the Green Lake Pitch & Putt, substantially in the form of the Agreement between Seattle Parks and Recreation and Lost Evenings which is attached to this ordinance as Attachment 1 (“Agreement”).

Section 2. The Superintendent is authorized to renew and extend the term of the Agreement with two five-year extensions beyond the initial term of five years, at the Superintendent’s option and as provided in the Agreement.

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Green Lake Pitch & Putt Concessions Agreement Between City of Seattle Parks and Recreation and Lost Evenings



GREEN LAKE PITCH & PUTT CONCESSIONS AGREEMENT

**Between
City of Seattle Parks and Recreation
And
Lost Evenings, LLC**

Contract ID: PR0PC25-1580

THIS CONCESSION AGREEMENT (“Agreement”) is entered into between **The City of Seattle**, a municipal corporation of the State of Washington (“City”), by and through its **Department of Parks and Recreation** (“SPR or Parks”) and its Superintendent, and **Lost Evenings, LLC**, a Washington limited liability company (“Concessionaire or Operator”). The City and Concessionaire may sometimes be referred to in this Agreement together as “the Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Green Lake Pitch & Putt has been open for residents since 1947, and owned by the City of Seattle since 1953; and

WHEREAS, the Green Lake Pitch & Putt offers a recreational opportunity where community can learn and enjoy the game of golf in a smaller, community focused Pitch & Putt course; and

WHEREAS, SPR continues to desire to provide quality programming and operations that meet the mission, vision, and values of Seattle Parks and Recreation; and

WHEREAS, SPR conducted a Request for Proposal (RFP) for the operation of the Green Lake Pitch & Putt in 2024; and

WHEREAS, a panel of community members and City of Seattle staff scored the RFP responses and recommended Gilly Wagon LLC, a single member limited liability company licensed and authorized to do business in Washington State and owned by Amy Faulkner; and

WHEREAS, the Superintendent awarded the contract for Green Lake Pitch & Putt to Gilly Wagon, LLC or its assignees; and

WHEREAS, Amy Faulkner has started a second business, Lost Evenings, LLC, to facilitate the contract and operations of the Green Lake Pitch & Putt, Lost Evenings, LLC is owned and

operated solely as a single member limited liability company by Amy Faulkner, the owner of Gilly Wagon, LLC; and

NOW THEREFORE, SPR and Concessionaire, in consideration of foregoing Recitals and the mutual obligation hereinbelow, agree as follows:

ARTICLE 1 CONCESSION PREMISES

- 1.1 Premises. The Premises means the following portions of City-owned property referred to as the Green Lake Pitch & Putt, including the main building (“Building”), storage structures, and all grounds located at N 5701 E Green Lake Way, Seattle, WA 98103, situated on a portion of the real property legally described in Exhibit A.
- 1.2 Permitted Use. The Concessionaire shall use the Premises only for the purpose of managing and operating a public nine-hole golf course, providing related services and concessions, and intermittent rental of the Premises for golf-related events. Pre-approved community engagement events, and pre-approved non-golf-related rentals must be arranged and approved in advance. The Concessionaire must request pre-approval from SPR at least 60 days prior to the event and obtain all pre-approvals from SPR thirty (30) days prior to the event. The Concessionaire shall not use the Premises for any purpose whatsoever other than the uses specifically permitted herein, nor fail to operate the golf concession continuously during the Annual Operating Season, as specified in Article 2.3, for the Term of this Agreement, without the written consent of SPR. Securing the use of the Premises as a public golf concession is a material purpose and term of this Agreement and the Concessionaire’s failure to use the Premises for the Permitted Use will be considered a Default of this Agreement.
- 1.3 Common Areas. As used in this Concessions Agreement, “Common Areas” means those areas of Green Lake Park designated by the Superintendent for use by the general public, which shall include parking lots and access walkways adjacent to the Premises. Concessionaire shall have the right to access to and non-exclusive use of the Common Areas in common with City and other park users. The City shall at all times have exclusive control and management of the Common Areas and no diminution thereof shall be deemed a constructive or actual eviction or entitle Concessionaire to compensation or a reduction of abatement of rent.
- 1.4 Condition. City contracts the Premises and Concessionaire accepts the Premises in their “as is” condition.
- 1.5 Alterations. The City, in its discretion, may increase, decrease, or change the number, locations, and dimensions of any adjacent parking lot, access walkways, Common Areas, and other improvements that are not within the Premises. The

City reserves the right, from time to time, to install, use, maintain, repair, relocate, and replace pipes, ducts, conduits, wires, and appurtenant meters and equipment for service to the Premises including the Building in areas above the suspended ceiling surfaces, below the floor surfaces, within the walls, and elsewhere in the Building; and to alter or expand the Building; and to alter, relocate, or substitute any of the Common Areas. Parks reserves the right to close the Premises, or any portion thereof for making repairs or improvements. Parks will endeavor to give Concessionaire reasonable notice in advance of such closures. Upon closure Concessionaire may be asked to vacate the Premises temporarily. Parks may close the Premises or any portion of the Premises without notice, in case of emergency.

ARTICLE 2. TERM OF AGREEMENT

- 2.1 Initial Term. This Agreement shall be effective when signed by an authorized representative of both parties (“Commencement Date”) and shall be for an initial term of five (5) years (“Term”) and shall commence upon contract execution. This contract shall expire five (5) years from the date of execution.
- 2.2 Extension. At the Superintendent's discretion, this Agreement may be extended for two (2) additional terms of up to five (5) years on such terms and conditions as the Superintendent may determine. SPR shall give the Concessionaire written notice of its intention to extend or not extend at least six (6) months prior to the expiration of the initial Term. Concessionaire shall have three (3) months following the date of Superintendent's notice to accept that extension or to renegotiate the extension with SPR in writing. Otherwise, Concessionaire's right to accept the Superintendent's offer to extend shall automatically expire and SPR may issue a Request for Proposals or take any other action the Superintendent deems in City's best interest with respect to the Concession Premises. When used in this Agreement, the word “Term” includes both the Initial and the Extended Terms unless the context clearly indicates otherwise.
- 2.3 Operating Season. The Operating Season will begin as agreed upon by SPR and Concessionaire but no later than March 1, annually, and continue through October 31, or as weather conditions permit. Early or delayed end to the season will be coordinated with the Parks Concessions Coordinator.

ARTICLE 3 DEVELOPMENT

- 3.1 ADA Restroom. As agreed upon the Concessionaire is responsible for development and oversight of the ADA restroom upgrades in partnership with Seattle Parks and Recreation Planning and Development team. The restroom must be fully ADA accessible as determined by the City of Seattle and be ready for customer use by the third year of operation.

- 3.2 Approved by SPR. All construction and development of the facility must be approved by SPR through the development process. Concessionaire will work with the Parks Concessions Coordinator to begin all development processes, connecting with staff in the Planning and Development office. The Concessionaire understands that SPR has final say over what the project will look like and how it will be constructed.

ARTICLE 4 CONSIDERATION

SPR grants the Concession rights herein in exchange for the Concessionaire's performance of the following:

- a) Timely payments of the monthly Concession Fee in Article 7.
- b) Provision of all equipment and services to operate the Concession in the manner required under Section Article 1.2.
- c) Obtaining and maintaining all required Washington State Permit Snack Bar permit, King County and City of Seattle permits and City of Seattle business licenses.

ARTICLE 5. PERMITTED OPERATIONS

- 5.1 Use of Premises. The Concessionaire shall use the Premises only for the Permitted Use specified in Article 1.2. Concessionaire shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and Common areas as City, from time to time, may promulgate. In the event of any conflict between the rules and regulations promulgated by the City and the terms of this Agreement, the terms of this Agreement prevail.
- 5.2 Community Events. The Concessionaire will submit and have approved a schedule of Community Events prior to May 1 annually. Only Events approved by SPR may be held. In order to receive approval, proposed Events must do the following: (a) be considerate of neighbors, (b) ensure that the Pitch & Putt is following all laws and ordinances, (c) be coordinated with SPR's Events and Athletic scheduling teams to ensure no overuse of the Lower Woodland parking lot. All revenue from Events will be included in the monthly reports and paid in accordance with the 10% of gross receipts.
- 5.3 Rentals. The Concessionaire shall have the right to rent the premises for all golf related events without pre-approval as long as the Concessionaire and group renting the Premises meet all Agreement requirements. Rentals that are not golf related in nature must be pre-approved by SPR a minimum of thirty (30) days prior to the rental. All revenue from rentals will be included in the monthly reports and paid in accordance with the 10% of gross receipts.

- 5.4 Staffing of Premises. The Concessionaire shall provide qualified personnel in sufficient numbers to meet the program staffing needs during all hours of operations, events, and rentals.

ARTICLE 6. OPERATION AND SERVICES

- 6.1 Minimum Service Hours. Unless otherwise approved by the Superintendent, Concessionaire shall be open for business as agreed upon by SPR and Concessionaire from March through October and will provide service for the minimum number of hours as shown in the Chart below during the following months:

Start Date	End Date	Opening	Last Tee	Closing	Sunset
03/01	04/11	8:00AM	6:30PM	7:30PM	7:25:03 PM
04/12	05/01	8:00AM	7:00PM	8:00PM	7:56:15 PM
05/02	05/29	8:00AM	7:30PM	8:30PM	8:24:17 PM
05/30	07/20	8:00AM	8:00PM	9:00PM	8:58:17 PM
07/21	08/10	8:00AM	7:30PM	8:30PM	8:56:24 PM
08/11	08/24	8:00AM	7:00PM	8:00PM	8:26:51 PM
08/25	09/07	8:00AM	6:30PM	7:30PM	8:01:35 PM
09/08	09/21	8:00AM	6:00PM	7:00PM	7:33:50 PM
09/22	10/12	8:00AM	5:30PM	6:30PM	7:05:06 PM
10/13	10/31	8:00AM	5:00PM	6:00PM	6:23:11 PM

All City holidays are at concessionaire's discretion to open. No minimum holiday hours required.

- 6.2 Off-Peak Months. Concessionaire may open during off-peak months for special events or rentals as preapproved by SPR. All event and rental requirements as identified in Article 5.2 and 5.3 must be upheld.
- 6.3 Hours of Operation Signage. Concessionaire shall post its hours of operation in writing at a conspicuous place in the vicinity of the public entry on the Green Lake Pitch & Putt, visible from the outside.
- 6.4 Pricing; Golf and Concessions. All pricing for the Pitch & Putt must be pre-approved by SPR. This includes pricing for golf, food and non-food concessions, rentals, and any additional costs charged to the public. Concessionaire must provide sixty (60) days prior to opening for the season for SPR to review and approve or deny the pricing. If denied, SPR and Concessionaire will work

together to determine appropriate pricing for Green Lake Pitch & Putt and all costs to the public.

- 6.4 Permission for Sale of Alcohol. The Operator is responsible for all costs related to the purchasing of all food and beverage inventory at the Pitch & Putt. The decision to sell alcohol at a Pitch & Putt must be approved by the Department, and is subject to the operator meeting all legal requirements and providing proper liability insurance, liquor liability coverage, Washington State Liquor permits, etc.
- 6.5 Prohibited Products: Concessionaire is prohibited from selling cigarettes/nicotine or marijuana products including CBD. Concessionaire shall sell nothing in a glass container.
- 6.6 Electrification of Small Equipment: Concessionaire agrees to comply with the City of Seattle's goal to use only electronic equipment in its outdoor maintenance. Accordingly, by January 1, 2027, Concessionaire's leaf blowers shall all be electric, and it will only use electric leaf blowers. In addition, Concessionaire will transition all other small equipment to electric as such equipment is replaced. Concessionaire will not use any new non-electronic small equipment. Future extensions shall be subject to compliance with this section.

ARTICLE 7 CONCESSION FEE

- 7.1 Monthly Concession Fee and Leasehold Excise Tax. Concessionaire shall commence paying a Concession Fee of 10% of gross receipts on or before the 20th day following opening for the season and monthly thereafter. A Concession Fee of 10% shall be paid by installments every month, from opening through November, calculated based on the previous month's gross receipts, for the duration of the Term. Sales reports from the previous month are due by the 5th of the month in a format mutually agreed upon by SPR and Concessionaire. On or before the 20th day of each month, opening through November, the Concessionaire shall pay to the City at the address provided and to the account specified by City, without notice or demand of any setoff or deduction whatsoever, in lawful money of the United States the following:
- a) An installment of the annual Concession Fee in the amount of a percentage of the yearly Gross Receipts by Concessionaire at the Concession Premises will be paid to SPR no later than December 20. SPR will assess upon closure of season annually and invoice if needed no later than December 1, and any amounts due paid by December 20. Beginning with Commencement Date **the Concession Fee shall be 10% of Gross Receipts or \$26,000 annually, whichever is greater** (as defined in Article 10.1). Monthly amount of applicable Leasehold Excise Tax required under Article 13.

- 7.2 Place and Manner of Payment. All payments to the City shall be paid to:
City of Seattle
Treasury Department Accounts Receivable
PO Box 94626
Seattle WA 98124-6926

All Concession Fee payments shall have the invoice number and Customer number, issued by Parks Accounting, written on the check or form of payment. The Concessionaire may also pay in person at:
Seattle Municipal Tower,
700 Fifth Ave, Fourth Floor,
Seattle, WA, 98104.

- 7.3 Late and Refused Payments. The Concessionaire acknowledges that late payment to the City of the Concession Fee or any other sum due to the City hereunder will cause SPR to incur costs not contemplated by this Agreement including but not limited to processing and accounting charges and the cost of legal enforcement of this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event the Concessionaire fails to pay any sum after such amount is due to the City, such amount shall bear interest at the rate of one percent (1%) per billing cycle from the date due until the date paid. Additionally, the bank fee charge shall be paid by the Concessionaire to the City for each check refused payment for insufficient funds or any other reason. If any of the aforementioned fees or charges change, SPR shall provide a written explanation to the Concessionaire of the amount by which such fees and charges have changed.

ARTICLE 8 FINANCIAL RECORDS/ AUDIT

- 8.1 Concessionaire's Records. The Concessionaire shall maintain at the Concession Premises a clear and documented set of books, records, documents, and other evidence reflecting all business activity conducted at the Concession Premises, including cash register tapes, credit card charge records, and any other data relating to the determination of Gross Receipts and the calculation of the Concession Fee.
- 8.2 Audit. Concessionaire shall permit its records to be inspected by the City, with five business days' notice, and Concessionaire's records shall be subject to copying and audit by SPR, the City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract. The Concessionaire shall ensure that this right of inspection, audit, and copying is a condition of any sub-concession agreement or other arrangement under which any person or entity other than Concessionaire is permitted to carry on a business activity in, on, or from the Concession Premises. The Concessionaire shall not be required

to staff the City's audit of Concessionaire's financial records, and the City shall solely bear the costs associated with its inspection of Concessionaire's financial activity under this Agreement except as qualified below. If any audit reveals a miscalculation of Gross Receipts, the Concessionaire shall pay any additional amounts owing in Concession Fees. If an audit inspection or examination pursuant to this section discloses significant under reporting of Gross Receipts by Concessionaire SPR may seek reimbursement of the actual and reasonable costs of the audit as a claim against Concessionaire.

- 8.3 Retention. The Concessionaire shall retain all financial books, records, documents, cash register tapes, credit card records and other material relevant to the financial activity under this agreement for six (6) years after the expiration or termination of any calendar year under the Agreement. The obligations in this Article shall survive termination or expiration of the Agreement for the applicable duration of any statute of limitations.
- 8.4 Point of Sale. The Concessionaire shall enter all sales on a type of cash register or Point of Sale ("POS") System that records and identifies the date, type of sale, and the amount of each transaction and that is equipped with a cumulative, non-alterable accounting control mechanism. The location of points of sale, methods of sale, and prices charged for goods and services sold or business transacted on the Concession Premises shall at all times be subject to the approval of the Superintendent.
- 8.5 Record Keeping Subject to Approval. Concessionaire shall not change record keeping methods or change or discontinue use of the cash register or POS System without the Superintendent's written authorization, which shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 9 ENTIRE AGREEMENT

This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the subject matter herein. No other understanding, oral or otherwise, may modify the text or an attachment to this Agreement except by signed Amendment. The following exhibits are hereby incorporated and made a part of this agreement:

Exhibit A: Green Lake Pitch & Putt Map
Exhibit B: Insurance Requirements
Exhibit C: Concessionaire Responsibility List

The Parties to this Agreement acknowledge that it is a negotiated agreement, that they have the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

ARTICLE 10 DEFINITION OF GROSS RECEIPTS

10.1 As used in this Agreement, “Gross Receipts” means and includes the total income of the Concessionaire from conducting business in, on or from the Concession Premises, including but not limited to the proceeds from all retail and wholesale sales of food, beverages, merchandise, and services of any kind whatsoever, for cash, barter, exchange, or credit, regardless of collections; all sub-concession fees and payments to Concessionaire; rental of any merchandise or equipment; mail or telephone orders received or filled on or from the Concession Premises; all deposits not refunded to purchasers; orders taken at the Concession Premises although filled elsewhere; fees; commissions; catalog sales; and rental receipts. An installment or credit sale shall be deemed to have been made for the full price on the date of sale regardless of when payment is received. Subject only to the exclusions specified in the immediately following paragraph, the full amount received by the Concessionaire shall be included in “Gross Receipts”, regardless of whether (a) the Concessionaire was acting as a consignee, trustee, or agent for a third party in connection with such sale or rental, or (b) the Concessionaire is entitled to retain the full amount received on such sale as the Concessionaire’s own property.

10.2 The term “Gross Receipts” does not mean or include the amount of money refunded to and not merely credited to the account of customers who return or do not accept food, beverages, merchandise, or services sold or rented; any exchange of merchandise between stores or the central warehouses of the Concessionaire where such exchange is made solely for the convenient operation of the business and not for the purpose of consummating a sale made in, on, or from the Concession Premises; returns to shippers or manufacturers; any discount allowed to customers; or the Washington State Sales Tax and any other tax imposed by any government agency directly on sales. Business and occupation taxes are not taxes imposed directly on sales and shall not be deducted from the amount of “Gross Receipts”.

ARTICLE 11 ACCOUNTING MONTHS AND YEAR

The Concessionaire shall utilize calendar year accounting for the business operated at the Concession Premises.

ARTICLE 12 PRICE LIST

A copy of the Concessionaire’s current price list for each item of service, food, or merchandise offered for sale or rent at the Concession Premises shall be conspicuously displayed in full view of the public at all times on the Concession Premises. Concessionaire shall provide menu items and healthy options to

patrons and must be pre-approved by SPR, which may be amended by mutual agreement of both parties in writing.

ARTICLE 13. TAXES

The Concessionaire shall pay before delinquency, all taxes, levies, and assessments of any nature and kind whatsoever arising as a result of this Agreement. The Concessionaire shall pay the Washington State Leasehold Taxes due as a result of this Agreement, directly to Parks, along with any monthly Concessions Fee payment owed to SPR. Washington State Leasehold Excise Tax (LET) is over and above any Concession Fees paid by the Concessionaire to SPR and shall be separately listed on all monthly documentation sent by the Concessionaire to SPR. LET is currently at 12.84%.

ARTICLE 14 UTILITIES AND SERVICES

- 14.1 General. Concessionaire shall pay when due to the appropriate providers, all charges for utilities for the Premises, including but not limited to electricity, water and sewer services, and data and telecommunications services. Concessionaire shall pay three hundred (\$300.00) each month during the Annual Operating Season for water used for irrigation of the golf course since there is no separate meter to document actual usage. In the event an upgrade is made and a meter is installed the Concessionaire would then pay the actual amount of water use per meter reading during the operating months.
- 14.2 Janitorial and Refuse Collection. Concessionaire shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent with other similar Parks facilities and operations and to the Superintendent or designee's reasonable satisfaction. The Concessionaire shall be responsible for proper storage and removal of trash, litter pickup, compost/yard waste, and recycling consistent with City Standards.
- 14.3 Compostables. Concessionaire shall abide by the local laws, including SMC 21.36.084 through SMC 21.36.086, as amended from time to time, regarding the requirement to use recyclable or compostable food service ware as well as provide for the collection and delivery of such food service ware to the appropriate facilities.
- 14.4 Interruption. The City shall not be liable for any loss, injury, or damage to person or property caused by, or resulting from, any variation, interruption, or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements or due to accident, strike, or conditions or

events beyond the City's reasonable control shall be deemed an eviction of the Concessionaire or relieve the Concessionaire from any of the Concessionaire's obligations hereunder or to give the Concessionaire a right of action against the City for damages. The Concessionaire acknowledges its understanding that there may be City planned utility outages affecting the Premises and that such outages may interfere, from time to time with the Concessionaires use of the Premises. The City shall provide the Concessionaire with not less than forty-eight (48) hours prior written notice of any City-planned electricity outage on the Premises. The City has no obligation to provide emergency or backup power to the Concessionaire. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of the Concessionaire. If utilities are interrupted at the Premises during the Operating Season as to render them unfit for the Permitted Uses for three (3) or more days, then the Concessionaire Fees and Charges shall be abated for the duration of the disruption in the proportion that the number of days disruption bears to the number of days of the month.

ARTICLE 15 KEYS, SECURITY SYSTEMS, AND CAMERAS

- 15.1a Keys. Concessionaire will provide their own keys or access pad to the facility and sheds. SPR is not responsible for the damage they may cause to the door with installation nor for any damaged/vandalized hardware or locks. SPR must be provided with keys to all locks and, if using a keypad, the lock code. SPR will only access the facility without notification to the Concessionaire in cases of extreme emergency.
- 15.1b Each key must be assigned and checked out by the Concessionaire for whom they will be issued. All costs associated with replacing any keys for Green Lake Pitch & Putt will be the responsibility of the Concessionaire including if SPR deems lock core replacement necessary.
- 15.2 Security Systems. The Concessionaire, at no cost to the City, and with preapproval of the City, may, in its sole discretion, install a Security System.
- 15.3 Security Cameras. With preapproval from the City the Concessionaire may install cameras on the Premises for the sole purpose of monitoring and surveilling the Premises for safety and security as well as aiding law enforcement, provided Concessionaire complies with the following:
- a) The cameras' location will be selected in coordination with SPR and shall not be in a place where there is a reasonable expectation of privacy, such as restrooms.
 - b) Concessionaire shall post notices in conspicuous places informing its employees and customers that security cameras are operating.
 - c) Such cameras shall provide video surveillance only, not audio.

- d) The camera footage will be used only for security, safety, and aiding law enforcement.
- e) Concessionaire shall have full responsibility for the operation of such cameras and any maintenance of camera footage.

ARTICLE 16 CARE OF CONCESSION PREMISES

- 16.1 General Obligation. The Concessionaire shall at its own expense keep the Concession Premises and adjacent areas in a neat, clean, safe, and sanitary condition acceptable to the Superintendent. Concessionaire shall reimburse City for all damage done to the Concession Premises that results from any act or omission of Concessionaire or its contractors, agents, invitees, licensees, trespassers, the public, or employees, including, but not limited to, cracking or breaking of glass.
- 16.2 Hazardous Substances. Concessionaire shall not, without the Superintendent's prior written consent, keep on or about the Concession Premises any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful, and/or subject to regulation under any federal, state, or local law, regulation, or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning, and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with Superintendent's consent, Concessionaire shall comply with all governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances, including but not limited to all governmental requirements for reporting and record keeping. Concessionaire shall submit to City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; and within five (5) days after City's request therefor, provide evidence satisfactory to City of Concessionaire's compliance with all applicable governmental rules, regulations and requirements. Any and all costs incurred by City and associated with City's inspections of the Concession Premises and City's monitoring of compliance with this Subsection B-8.2, including City's attorneys' fees and costs, shall be due and payable by Concessionaire within ten (10) days after City's demand. Concessionaire shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Concessionaire's use, disposal, transportation, generation' and/or sale of Hazardous Substances in or about the Concession Premises.
- 16.3 Cleanup Costs. Concessionaire shall be fully and completely liable to the City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with

respect to the Concessionaire's use, disposal, transportation, generation, and/or sale of Hazardous Substances in or about the Premises. Concessionaire shall indemnify, defend, and hold the City harmless from any and all of the costs, fees, penalties, charges, and expenses assessed against, or imposed, upon City (as well as City's attorneys' fees and costs) as a result of the Concessionaire's use, disposal, transportation, generation, and/or sale of Hazardous Substances on or about the Premises, provided that the Concessionaire's obligation hereunder shall not extend to any costs, fees, penalties, charges and expenses necessitated by an act or omission of the City, or its officers, agents, employees, contractors, licensees, or invitees. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

- 16.4 Prohibited Equipment. No gas, coal, charcoal, or similar portable cooking equipment is permitted inside or outside the Concession Premises unless prior written approval is obtained from the Superintendent of Parks and Recreation, and unless all required permits are obtained by Concessionaire. Vending machines are prohibited on or about the Concession Premises.
- 16.5 Prohibition Against Installation or Integration of Any Work of Visual Art Without City's Consent. Concessionaire shall not install or integrate into the Concession Premises any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, without the prior written approval of the Superintendent, which approval may be conditioned or withheld in the Superintendent's sole discretion.
- 16.6 Routine and Major Maintenance Obligation. During the Term, Concessionaire shall be responsible for all routine maintenance and repair of the Concession Premises, including but not limited to maintenance and routine repairs of any improvements, cracked or broken glass, minor plumbing and electrical repairs (replacing light bulbs, wall sockets, faucets, valves, etc.), and regular interior painting. The foregoing sentence does not extend to maintenance occasioned by an act or omission of the City or its officers, agents, employees, or contractors, for which City shall be responsible. If the City provides Concessionaire with written notice of Concessionaire's failure to comply with this Section and Concessionaire fails to take good care of the Concession Premises as provided in the notice, City, may, but is not required to, make such repairs and Concessionaire shall pay within thirty (30) days of invoice the entire actual and reasonable cost thereof. City shall have the right to enter the Premises for such purposes, and City shall not be liable for interference with light, air, or view. Except in the event of City's gross negligence or intentional misconduct, there shall be no abatement or reduction of Rent arising by reason of City's making of repairs, alterations, or improvements to the Concession Premises.

The City shall be responsible for major maintenance of the infrastructure of the Concession Premises during the Term of this Agreement, including structural maintenance, masonry maintenance, roof, electrical, plumbing system, and

HVAC system repair and replacement; provided that City's obligation for major maintenance shall not extend to any maintenance or repair necessitated by an act or omission of Concessionaire, or its officers, agents, employees, sub-concessionaires, contractors, licensees, or invitees. The City shall maintain the parking areas and Park common areas to the standard typical of other, similar park properties. Maintenance responsibilities are further outlined in Exhibit C.

ARTICLE 17 EQUIPMENT

All equipment not attached to the building structure and other personal property used by the Concessionaire at the Concession Premises shall remain the property of the Concessionaire. All equipment and personal property of Concessionaire that is kept at the Premises shall be at the sole risk of Concessionaire and Concessionaire hereby releases City from any liability or responsibility for loss or damage thereto. Unless the need for repair or maintenance is caused by Concessionaire, any equipment or personal property belonging to the City in the building of the Concession Premises that has malfunctioned or requires major repair and maintenance is the responsibility of the City.

ARTICLE 18 COMPLIANCE WITH LAWS; NONDISCRIMINATION; EQUALITY OF TREATMENT

- 18.1 General Obligation. Concessionaire shall not use or permit the Concession Premises or any part thereof to be used for any purpose in violation of any municipal, county, state, or federal law, ordinance or regulation, or for any purpose offensive to the standards of the local community. Concessionaire shall promptly comply, at its sole cost and expense, with all laws, ordinances, and regulations now in force or hereafter adopted relating to or affecting the condition, use, or occupancy of the Concession Premises and operation of the Concession granted under this Agreement, including obtaining all required food handling certificates and any required public health clearances.
- 18.2 Nondiscrimination. Without limiting the generality of Article 18.1, Concessionaire agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders, and directives of the associated administrative agencies and their officers. Failure to comply with any of the terms of these provisions shall be a material breach of the Agreement.
- 18.3 Equality of Treatment. Concessionaire shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, or national origin. No person shall be refused service, be given discriminatory treatment, or be denied any privilege, use of facilities, or participation in activities

on the Premises on account of race, color, religion, sex, age, marital status, political ideology or national origin. Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

ARTICLE 19 INDEMNIFICATION

- 19.1 The Concessionaire shall defend, indemnify, and hold the City, its elected officials, and employees harmless from any and all liabilities, claims, demands, losses, and costs (including reasonable attorney's fees) arising from (i) Concessionaire's operation of the Concession, including operation of Concession services by any sub concessionaire, (ii) the use and occupancy of the Concession Premises by Concessionaire, or any of its employees, agents, licensees, invitees, contractors, and sub concessionaires, or (iii) any breach of this Agreement by the Concessionaire or any sub concessionaire. If any suit is brought against the City, Concessionaire shall appear and defend the same, and shall satisfy any judgment that may be rendered against the City. Notwithstanding the foregoing, the City reserves the right to appear and defend any action without impairing the City's right to indemnification under this Section where the City determines that it is in the best interest of the City. Concessionaire's obligation to defend and indemnify shall not include any claims arising as a result of the sole negligence of the City, its employees and agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Concessionaire's immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the City and to the extent necessary to provide City with a full and complete indemnity from claims made by Concessionaire's employees. Concessionaire shall promptly notify City of casualties or accidents occurring in or about the Concession Premises. Concessionaire's obligations under Article 19 shall survive termination or expiration of this Agreement for the statute of limitations applicable to any claim or liability to which this section applies.

City and Concessionaire acknowledge that they mutually negotiated and agreed upon the indemnification provision in this Section.

INITIALS: _____ City of Seattle Representative
 _____ Concessionaire Representative

ARTICLE 20 INSURANCE

- 20.1 Insurance to be secured by Concessionaire. Prior to the commencement of any activity, including development under Article 3, on the Premises under this

Agreement, Concessionaire shall secure and maintain, at no expense to City, a policy or policies of insurance as described in Exhibit B.

ARTICLE 21 IMPROVEMENTS AND ALTERATIONS

- 21.1 Concessionaire's Responsibilities. Except for cosmetic, non-structural alterations made by Concessionaire in connection with its repair and maintenance obligations under Article 16.6 above, Concessionaire shall not make any improvements, alterations, or modifications to the Concession Premises without obtaining the Superintendent's prior written approval. Concessionaire covenants that it will cause all alterations, additions, and improvements to the Concession Premises to be completed at Concessionaire's sole cost and expense by a contractor approved by the Superintendent and in a manner that (a) is consistent with the Superintendent approved plans and specifications; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for City's benefit; (d) does not affect the structural integrity of the building where the Concession Premises are located or any of the building's systems; and (e) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the building. Concessionaire shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions, including but not limited to applicable building codes and the Americans with Disabilities Act; and reimburse City for any and all expenses incurred in connection therewith.
- 21.2 Prevailing Wages. In any contract for improvements, Concessionaire shall require its contractors to pay a wage commensurate with prevailing wages as described in RCW 39.12.
- 21.3 Liens. The Concessionaire shall keep the Concession Premises free and clear of, and shall indemnify, defend, and hold City harmless from, any and all liens and encumbrances arising or growing out of any act or omission, or breach of this Agreement or Concessionaire's use, improvement, or occupancy of the Concession Premises, or any of its principals, officers, employees, contractors, agents, or sub concessionaires. If any lien is so filed against the Concession Premises, Concessionaire shall either cause the same to be fully discharged and released of record within ten (10) days after City's written demand therefore or, within such period, provide City with cash or other security acceptable to City in an amount equal to one and one-half (1 ½) times the amount of the claimed lien as security for its prompt removal. City shall have the right to disburse such security to cause the removal of the lien if City deems such necessary, in City's sole discretion.

ARTICLE 22 SUBCONTRACTING, SUBCONCESSIONS, AND ASSIGNMENT OF AGREEMENT

The Concessionaire shall not subcontract, assign or transfer this Agreement, in whole or in part, or otherwise convey any concession right or privilege granted hereunder or any part of the Premises without the prior written approval of the Superintendent, which may be granted, withheld, or conditioned in the Superintendent's sole discretion. The Superintendent's approval of any subcontract, sub concession, or assignment shall not relieve Concessionaire from any of the requirements of this Agreement. The Concessionaire's sale of its business shall constitute an attempted assignment of the agreement.

ARTICLE 23 STANDARDS

The Concessionaire, its agents and employees, shall render courteous service to the public with a view of adding to the public use and enjoyment of the Concession Premises. The Concessionaire shall operate and conduct the facilities on the Concession Premises in a businesslike manner and will not permit any acts or conduct on the part of the Concessionaire's employees that would be detrimental to the operation of the Concession Premises.

ARTICLE 24 TEMPORARY CLOSURE OF CONCESSION PREMISES

SPR reserves the right to temporarily close the Concession Premises, suspend operation and remain off property, and suspend Concessionaire's operation of any portion thereof without liability for making of repairs or the convenience of the SPR upon a twenty-one (21) day notice to the Concessionaire and to close the Concession Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any temporary SPR required closure, SPR shall post a sign notifying the public of the impending or effective closure. For any SPR designated closure SPR will prorate any minimum Concession Fee due.

ARTICLE 25 ENTRY

The City and its agents may enter the Concession Premises at all reasonable times for the purpose of inspecting or repairing the same, but this right shall impose no obligation upon the City to make inspections to ascertain the condition of the Concession Premises or to make repairs.

ARTICLE 26 NOTICES

Unless otherwise directed in writing, notices, and reports shall be delivered to SPR at the following address:

Department of Parks and Recreation
Contracts Administration and Support Office

Attention: Pamela Wilson, Parks Concessions Coordinator
300 Elliott Ave W, Suite 100
Seattle, WA 98119
(206) 684-7818
Pamela.Wilson@seattle.gov

And to the Concessionaire at the following address:

Lost Evenings, LLC
Attn: Amy Faulkner
6345 Seaview Ave NW
Seattle, WA 98107
206-659-8943
Amy@teamgillywagon.com

Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of such change.

ARTICLE 27 DEFAULT

27.1 Definition. The following shall be a default ("Default") by Concessionaire:

- a. Concessionaire's failure to pay the Concession Fee or any additional charge herein within ten (10) days of the date required by this Agreement;
- b. Concessionaire's breach of any obligation under this Agreement or failure to keep or perform any term, covenant, or obligation herein; or
- c. Concessionaire's filing of a petition in bankruptcy, or if a trustee or receiver is appointed for Concessionaire's assets or if Concessionaire makes an assignment for the benefit of creditors, or is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; or
- d. Concessionaire's receipt of two or more notices of Default under Article 27.2, whether or not remedied in the time period allowed.

27.2 SPR Remedies. If Concessionaire has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within ten (10) days of demand for any monetary payment due or within thirty (30) days after written notice of any other Default, then SPR shall have the following nonexclusive rights and remedies at its option: (i) to cure the Default on Concessionaire's behalf and to charge Concessionaire for all actual and

reasonable costs and expenses incurred by SPR in effecting such cure; (ii) to re-take the Concession Premises and grant the Concession rights herein to another party; (iii) to exercise any other right or remedy allowed at law or equity. However, if the nature of Concessionaire's obligation is such that more than thirty (30) days is required for performance, then Concessionaire shall not be in Default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion; provided, that the foregoing extended cure period shall not apply to Concessionaire's Default relating to monetary obligations or Concessionaire's vacation or abandonment of the Concession Premises.

- 27.3 SPR Default and Concessionaire Remedies. SPR shall be in default if SPR fails to perform its obligations under this Agreement within thirty (30) days after its receipt of notice of nonperformance from Concessionaire; provided, that if the default cannot reasonably be cured within the thirty (30) day period, City shall not be in default if City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon City's default, Concessionaire may terminate the Agreement without further liability to Concessionaire.

ARTICLE 28 TERMINATION FOR CONVENIENCE

In addition to termination for cause and termination on expiration of the term hereof, this Agreement may be terminated by either party for convenience, by the giving of advance written notice to the other party. No such termination shall be effective earlier than sixty (60) days after the receipt of the termination notice by the receiving party. Termination under this provision shall not relieve either party of any duty or obligation owed under the terms of this Agreement prior to the termination date.

ARTICLE 29 FORCE MAJEURE

Neither party shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if and for such time period that the failure is due to any cause beyond a party's reasonable control, including, but not limited to an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, pandemic, or war.

ARTICLE 30 TIME

If the last day for the performance of any obligation under this Agreement falls upon a non-City business day, including Saturday, Sunday, or official city, state legal holiday, the final day for performance shall be the City's next business day.

ARTICLE 31 WAIVER

Absent a specific written waiver signed by the Superintendent, SPR shall not be deemed to have waived any right SPR has under the terms of this Agreement or by operation of law with respect to any breach or default by Concessionaire.

Such a written waiver shall be confined to its specific terms. Waiver of any obligation arising under the Agreement shall not be deemed a waiver of any other provision of the Agreement or of the Concessionaire's full compliance with the terms and conditions of the Agreement. No waiver will be implied from any knowledge that SPR may have of any breach, default, or non-compliance by Concessionaire. SPR's failure to enforce any provision of this Agreement shall not be deemed a waiver or consent.

ARTICLE 32 SIGNS AND ADVERTISING

- 32.1 The City's written approval shall be required for all signs and advertisements on the Concession Premises; and such approval must be obtained prior to posting of any signs. Concessionaire shall be solely responsible for obtaining any permit required under the laws of the City of Seattle, for any sign or advertising erected at the Concession Premises.
- 32.2 Use of Name. Upon termination of this Agreement, the Concessionaire, at its expense, as promptly as practicable: (i) shall take all necessary action to cause any websites, social media accounts or other promotional media to be amended in order to eliminate any reference to the Green Lake Pitch & Putt, including the domain name and account names (except to the extent required by law, regulation or rule); and (ii) shall cease to use in any other manner, including, but not limited to, use in any sales literature or promotional material, the name "Green Lake Pitch & Putt" or any name, mark or logo type derived from it or similar to it (except to the extent required by law, regulation or rule).

ARTICLE 33 BACKGROUND CHECKS AND IMMIGRANT STATUS

The City may require background checks for some or all of the Contractors and their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

Federal Immigration Enforcement Notification Requirements

- A. This Section applies to Contractors and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.
- B. As used in this Section, "Federal Immigration Authority" means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S.

Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

- C. Prior to responding to any requests from the Federal Immigration Authority for access to City property or City information provided to Contractors through this Agreement, the Contractor shall notify the Project Manager immediately.

Such requests may include:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”);
or
 - b. requests for City records, databases, technology or information (written or oral).
- D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the Contractor is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.
- E. Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.
- F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require any City employee, the Contractor its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

ARTICLE 34 CHANGES AND MODIFICATIONS

The parties hereto reserve the right to amend this Agreement from time to time by mutual agreement in writing. No amendment hereto shall be effective unless in writing and signed by an authorized representative of each of the parties.

ARTICLE 35 APPROVALS BY THE CITY OR SUPERINTENDENT

The granting of approval or consent by the Superintendent to any action of Concessionaire does not constitute the taking of any official action, including the granting of approval, by any other City department or official, where other departments or officials' action is required by law, ordinance, resolution, or rule or regulation.

ARTICLE 36 SEVERABILITY

Should any term, provision, condition or other portion of this Agreement or any provision of any document incorporated by reference be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

ARTICLE 37 SUCCESSORS IN INTEREST

Unless otherwise provided, the terms, covenants, and conditions in this Agreement shall apply to and bind the Concessionaire and any and all heirs, successors, executors, administrators, and assigns of the Concessionaire, all of whom shall be jointly and severally liable with the signatory to this Agreement.

ARTICLE 38 NO RELATIONSHIP ESTABLISHED

SPR shall in no event be construed to be a partner, associate, or joint venturer of the Concessionaire or any party associated with the Concessionaire. The Concessionaire shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

ARTICLE 39 CONSENT

Any time consent is required of a party to this Agreement, unless otherwise specifically stated, such consent shall not be unreasonably withheld, conditioned, or delayed.

To memorialize the agreements made, both parties hereby have caused this Concession Agreement to be executed by their respective representative(s) by signing below:

Concessionaire

City of Seattle, Seattle Parks and Recreation

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBITS

EXHIBIT A - Green Lake Pitch & Putt Map and Legal Description

EXHIBIT B - Insurance Requirement

EXHIBIT C - Maintenance Responsibilities

Green Lake Pitch & Putt Concession Agreement

EXHIBIT A – Green Lake Pitch & Putt Map and Legal Description





Legal Description

Real property in King County, Washington:

Those parts of the NW1/4 and SW1/4 of Section 5; the NE1/4, SE1/4 and SW1/4 of Section 6; the NE1/4 and NW1/4 of Section 7; the NW1/4 of Section 8, all in Township 25 North, Range 4 East W.M. more particularly described as being all of Green Lake and all shore and uplands bordering thereon and lying on the inner or lakeside of a line described as the marginal lines of West Green Lake Way, Aurora Avenue North, West Green Lake Drive North, East Green Lake Drive North and East Green Lake Way North as these roads encircle Green Lake.

Tax parcel Numbers: Entire Green Lake Park - 952810-0790

Green Lake Pitch and Putt - 955120 0005

(Note: The Green Lake Pitch and Putt is situated in the SW corner of Green Lake Park.)

Green Lake Pitch & Putt Concession Agreement

EXHIBIT B - Insurance Requirement

1. Insurance.

1.1 Minimum Insurance to be Secured and Maintained. Prior to the Commencement Date, Concessionaire shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Term, minimum insurance as specified below:

1.1.1 Commercial General Liability Insurance including:

Premises/Operations Liability

Products/Completed Operations Liability

Personal/Advertising Liability

Contractual Liability

Stop Gap/Employers Contingent Liability

Independent Contractors Liability

Liquor Liability/Host Liquor Liability

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

\$2,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

\$1,000,000 each Offense Personal and Advertising Injury

\$ 100,000 each Occurrence Fire Legal Liability

\$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.2. Business Automobile Liability including coverage for owned, non-owned, Concessionaire or hired vehicles with a minimum limit of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.3. Workers' Compensation securing Concessionaire's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Concessionaire is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of

Washington, Concessionaire shall certify that qualification by a letter that is signed by a corporate officer of Concessionaire and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.

1.1.4 Property Insurance under which the Premises, the existing building, furniture, fixtures, equipment, personal property and inventory and all alterations, additions and improvements that Concessionaire makes to the building and Premises, are insured throughout the Concession Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Concessionaires' business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.

1.2 General Requirements Regarding Concessionaire's Insurance.

1.2.1 The insurance required by Subsections 1.1.1 applicable Liability insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Concessionaire's insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days" prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.

1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City's Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A-: V or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.

1.2.3 Any deductible or self-insured retention in excess of \$20,000 must be disclosed to, and shall be subject to reasonable approval by, City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Concessionaire.

1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days" prior written notice.

1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in or pursuant to Subsection 1.9., as evidence of the insurance coverage secured and maintained by Concessionaire.

1.3.1 On or before the Commencement Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in or provided pursuant to Subsection 1.9; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the "Separation of Insureds" or "Severability of Interests" clause in such policy.

1.3.2 Pending receipt of the documentation specified in this Section 1, Concessionaire may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.

1.4 No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of Concessionaire or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by the tenant, whether those limits are primary, excess, contingent or otherwise. Tenant expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

1.5 Reconstruction Following Loss. Concessionaire shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Concessionaire made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.

1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Concessionaire except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Concessionaire's negligence and to which Concessionaire's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Concessionaire's negligence, Concessionaire agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Concessionaire and Concessionaire's insurer(s) shall waive subrogation for damage to or destruction of Concessionaire's alterations, additions and improvements, furniture, fixtures, equipment and

inventory in favor of City; however, in the event of a loss to Concessionaire's aforesaid property attributable to City's negligence, City agrees to reimburse Concessionaire for the amount of its property insurance deductible up to \$100,000.

1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Concessionaire.

1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contract, Concessionaire may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Concessionaire as an additional insured on such policies. City waives, as between City and Concessionaire, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.

Green Lake Pitch & Putt Concession Agreement

EXHIBIT C – Maintenance Responsibilities

	Concessionaire Maintenance Responsibility	City of Seattle Maintenance Responsibilities
Facility (Pro Shop/Club House)	Routine Maintenance <ul style="list-style-type: none"> • Replacing windows and doors as needed • Cracked or broken glass • Minor plumbing (faucets, etc.) • Minor electrical (replacing light bulbs, etc.) • Painting interior and exterior of clubhouse as needed • Signage for facility 	Major Maintenance <ul style="list-style-type: none"> • Structural • Masonry • Roof • Electrical • Plumbing • HVAC • Replace facility gutters and downspouts
Golf Course	<ul style="list-style-type: none"> • Mowing Greens • Mowing aprons/fringe • Daily ball mark repair • Necessary irrigation/hand watering of greens and fairways • Over seeding of greens • Leaf, limb, and pinecone removal on course • Fertilizing greens (SPR notified with date, formulation, and quantity.) • Fungiciding greens and disease control (must be done by a licensed applicator, report submitted to SPR within 24 hours) • Changing cups on greens • Verticutting greens Furnishing and maintaining: <ul style="list-style-type: none"> • Rubber tee mats • Practice (green) mats with rubber tees • Hole cups, poles and flags • Putting cups, poles, and flags • Ball washer and towels 	<ul style="list-style-type: none"> • Maintenance and upkeep of the irrigation system • Providing hoses and quick coupler sprinklers as needed

	<ul style="list-style-type: none"> • Trash receptacles at each tee • Bences for each tee area • Aerating the greens 2 times per year • Top dressing the greens 2 times per year • Periodic aerating of fairway • Overseed (till, compost, seed) grass around tee boxes. 	
Grounds	<ul style="list-style-type: none"> • Maintaining flowerbeds/gardens around clubhouse and entrance • Edging around sidewalks, clubhouse, and tee areas • Maintaining shrubs • Maintaining grass growth along interior perimeter of fence line. • Weeding around trees, shrubs, and flowerbeds • Signage for property • Trash receptacles around property • Providing and maintaining sheds and utility storage structures (pre-approved by SPR) 	<ul style="list-style-type: none"> • Maintaining trees • Maintaining exterior perimeter fence line • Removal of compost/debris near maintenance equipment entrance as needed • Providing/maintaining picnic tables & benches around the clubhouse • Providing and maintaining fencing around perimeter of property

END OF AGREEMENT

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Parks and Recreation	Pamela Wilson Kathleen Gantz	Alex Rouse

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Parks and Recreation; authorizing the Superintendent of Parks and Recreation to enter into a five-year agreement, with options to extend, with Lost Evenings to operate and provide management of the Green Lake Pitch & Putt at Green Lake Park.

Summary and Background of the Legislation:

The proposed Council Bill authorizes the Superintendent of Seattle Parks and Recreation (SPR) to execute for and on behalf of SPR a new five-year Concessions Agreement with Lost Evenings LLC (“Lost Evenings”) for Green Lake Pitch & Putt to operate a nine-hole, par-three course for pitching and putting, as well as providing recreational golf programming, and hosting community events. The proposed legislation also authorizes an option to extend the initial term of the agreement for two additional five-year terms.

The Green Lake Pitch & Putt facility is owned by the City of Seattle and located at the south end of Green Lake Park at 5701 W Green Lake Way North, Seattle. The facility has a rich history with the last operator at the site for over four decades. In anticipation of that agreement ending, SPR engaged in an RFP process in early 2024 to seek a partner to operate and program the facility. In the interim, Lost Evenings has been utilizing this space to offer outdoor recreation and programming for the community through an agreement with SPR, while a separate operator was under a temporary lease to manage the golf facility. Through the process, Lost Evenings was chosen as the successful bidder.

Green Lake Pitch & Putt is open 8 months a year, from March through October. As part of the new agreement, Lost Evenings will pay a minimum of 10% of revenue or \$26,000, whichever is greater, for the eight-month annual operating period. In addition, they will also make the following contributions as outlined in the agreement:

- Provide the necessary ADA restroom upgrade for participants as the current restroom has limitations for individuals using a mobility device by the third year of operation under this agreement. Lost Evenings will fund the ADA upgrades including planning and oversight of the upgrade, in coordination with SPR’s Planning and Capital Development staff.
- Transition to electric leaf blowers by 2027 for grounds and facility maintenance in compliance with citywide priorities. All other pieces of small equipment such as lawn mowers, weed trimmers, etc. will be transitioned to electric as they are replaced.

- Promote approved concession sales at Green Lake Pitch & Putt Pro Shop.
- Host events throughout the season to engage the community to take part in Pitch & Putt activities and build community. Examples include: Golf For Non-Golfers, Social Scramble, Business League, and Kids Golf Camp.

Note that while this legislation authorizes the concession agreement and subsequent collection of concession fees, it does not result in material financial changes to SPR's 2025 Adopted Budget which already assumes revenues from the long history of concessions at this facility.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ Yes ☒ No

Notes: SPR does not anticipate that the new concession agreement with Lost Evenings will have material financial impacts on the 2025 Adopted Budget as the budget already assumes concession revenues at this facility.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

N/A

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.

Having a concessionaire on site helps to activate the park positively, enhances park visitors experience by providing recreation programming options and provides an eye on the facility on a more continuous basis. If the legislation is not implemented, SPR does not have funding to activate the Green Lake Pitch and Putt facility and related programming. In addition, Lost Evenings pays 10% of gross revenue or \$26,000, annually, whichever is greater, for the use and operations of this facility, so by not implementing this legislation SPR would not receive this additional revenue. Throughout the contract, they are also responsible for the golf course and

grounds maintenance of the facility, and if this legislation was not implemented, SPR staff would have to maintain this facility.

Please describe how this legislation may affect any City departments other than the originating department.

N/A

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No

c. Does this legislation affect a piece of property?

The legislation is for the Green Lake Pitch & Putt at 5701 East Green Lake Way, Seattle, Washington 98103. Environmental review for this legislation was not necessary.

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.

N/A

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.

The Seattle Parks and Recreation staff running the Request for Proposal process strived to bring RSJI to the front of all process implementation and decision making. The RFP was advertised across numerous media outlets, non-profit organizations, and collaborative groups that support Women and Minority Owned Business Enterprise vendors.

iii. What is the Language Access Plan for any communications to the public?

N/A

e. Climate Change Implications

i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.

N/A

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

No

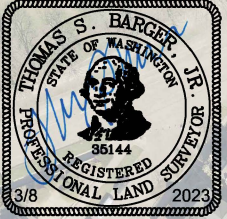
- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

No

5. ATTACHMENTS

Summary Attachments:

Summary Attachment A – Map of Green Lake Pitch & Putt



**Seattle
Parks & Recreation
GREEN LAKE
PITCH 'N PUTT**

3/8/2023

Green Lake Pitch & Putt

LOST EVENINGS

Concessions Agreement

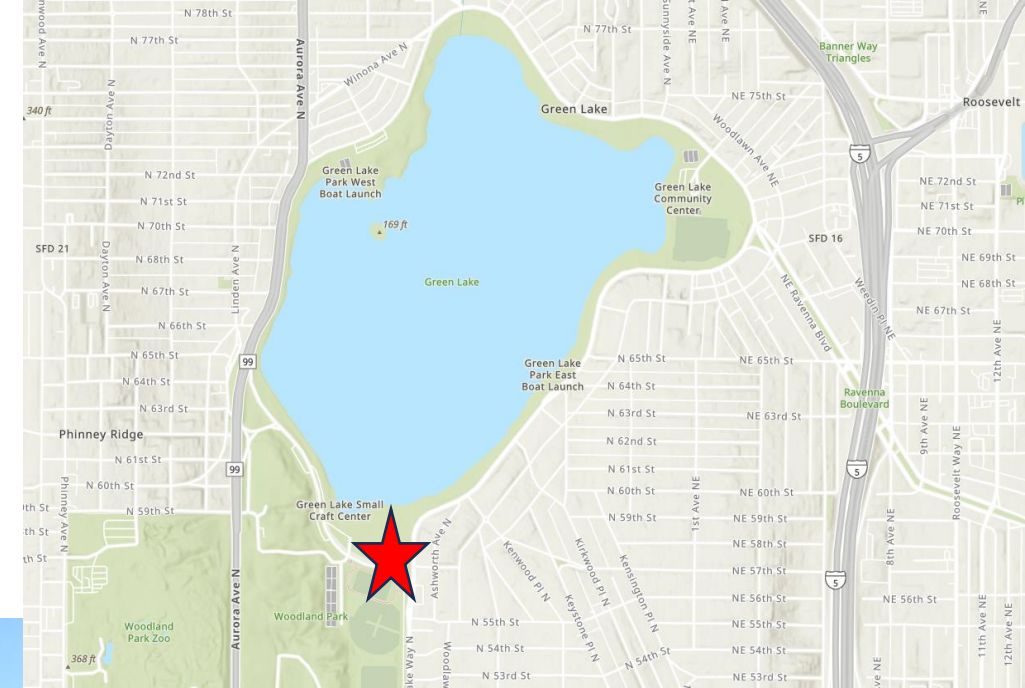
July 23, 2025

Briefing Overview

Purpose: Consideration of an ordinance authorizing the Superintendent of Parks and Recreation to enter into a five-year agreement, with options to extend, with Lost Evenings to operate and provide management of the Green Lake Pitch & Putt at Green Lake Park

Agenda:

- Background information
- Request for proposals
- Conditions of agreement
- Community support



Greenlake Pitch & Putt: Long-Term Agreement Goals

- Continue positive seasonal activation for Pitch & Putt area near Green Lake and Lower Woodland playfields
- Provide "eyes on" this large park area and nearby walking trails
- Have an enthusiastic operator with a vision for ways to engage the community and encourage inclusion
- Generate revenues to fully support seasonal operation of the Pitch & Putt and make some much needed facility improvements

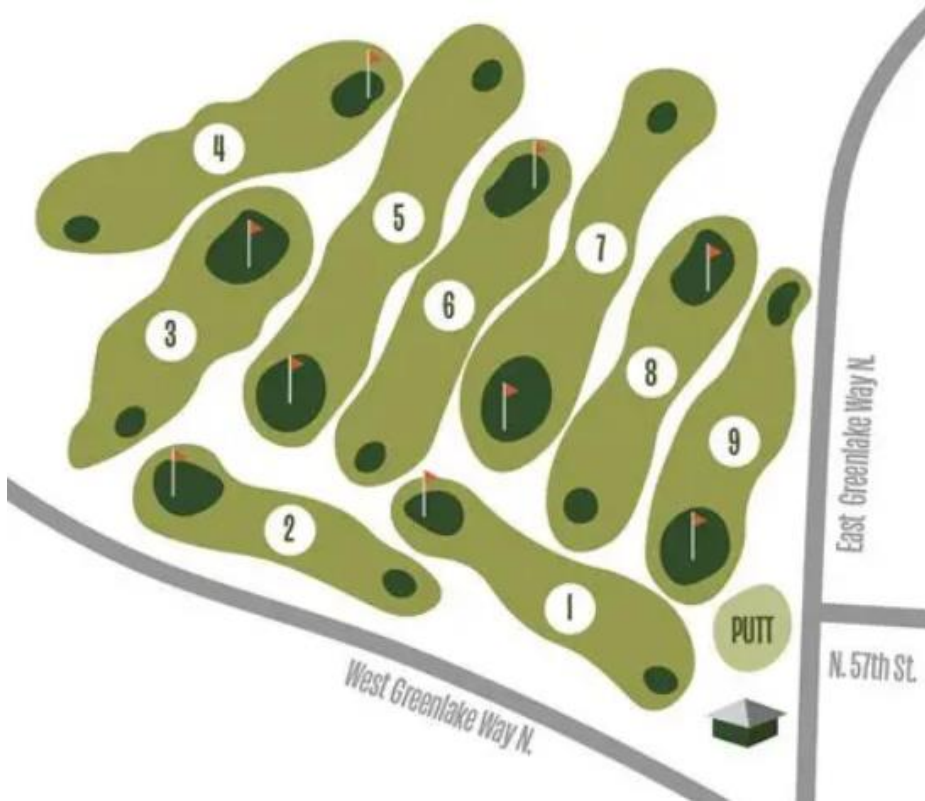


History of Green Lake Pitch & Putt

- This 9-hole course was developed in 1947, and a wood frame building was constructed in 1948
- Since that time, Green Lake Pitch & Putt has been open to the public to learn and enjoy the game of golf in a smaller, community-focused Pitch & Putt course
- Green Lake Pitch & Putt has been owned by the City of Seattle since 1953
 - Last contract expired November 2024
 - Family run concession for over 40 years



Green Lake Pitch & Putt Concession: Timeline



Spring 2024: RFP Process

- Six proposals received were reviewed / scored by 2 City staff and 4 community members

Summer 2024: RFP Awarded

- Gilly Wagon selected
 - Now operating site as second business – Lost Evenings
- Negotiations for short and long term agreements commence

Winter 2024 / 2025: Site improvements made during regular winter closure

Spring 2025: Operations begin

Summer 2025: Council considers longer term agreement

- Key terms on next slide

Proposed Agreement: Key Terms

Key Term	Description
Premises	The nine-hole, par-3 golf course at the south end of Green Lake Park
Operating Period	March through October of a given year
Initial Term / Extension	5 years / Two 5-year extensions with mutual agreement
Annual Concession Fee	10% of revenues / at least \$26,000 + utility costs
Events	Approved by SPR with 10% of revenue paid to SPR
Routine Maintenance	Responsibility of Lost Evenings, LLC (custodial, mowing, etc.)
Development	Upgrade restroom to meet ADA requirements by third year of operation
Major Maintenance	Responsibility of SPR (roof, HVAC, tree maintenance, etc.)

Expanded Community Programming

Example Programs and Events

- Kids Golf Camp
- Business League
- Social Scramble including LGBTQ Edition
- Golf For Non-Golfers
- Other Community Events (with SPR approval)
 - Tee Parties
 - Donut Days
 - Music and other performances



Questions?

