

ORDINANCE No. 121904

COUNCIL BILL No. 115354

AN ORDINANCE concerning a vending concession agreement with Summit Vending, Inc.; authorizing the Superintendent of Parks and Recreation to enter into a concession agreement for the provision of vending services at Department of Parks and Recreation facilities; accepting funds for deposit into the Park and Recreation Fund; and increasing appropriations to the Department of Parks and Recreation in the 2005 Budget; all by a three-fourths vote of the City Council.

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on PNE

to which was referred the within Council Bill No. _____
report that we have considered the same and respectfully recommed that the same:

Motion: DD

2nd: JG

Y: DD, JG, N: 0

9-6-05 Passed 9-0

COMPROLLER FILE No.

Introduced:	<u>AUG 1 5 2005</u>	By:	<u>DELLA</u>
Referred:	<u>AUG 1 5 2005</u>	To:	<u>Parks, Neighborhoods & Education</u>
Referred:		To:	
Referred:		To:	
Reported:	<u>9-6-05</u>	Second Reading:	
Third Reading:	<u>9-6-05</u>	Signed:	<u>9-6-05</u>
Presented to Mayor:	<u>9-6-05</u>	Approved:	<u>9/12/05</u>
Returned to City Clerk:	<u>9/16/05</u>	Published:	<u>Title 3pp</u>
Vetoed by Mayor:		Veto Published:	
Passed over Veto:		Veto Sustained:	

Law Department

Committee Chair

ORDINANCE 121904

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3 AN ORDINANCE concerning a vending concession agreement with Summit Vending, Inc.;
4 authorizing the Superintendent of Parks and Recreation to enter into a concession
5 agreement for the provision of vending services at Department of Parks and Recreation
6 facilities; accepting funds for deposit into the Park and Recreation Fund; and increasing
7 appropriations to the Department of Parks and Recreation in the 2005 Budget; all by a
8 three-fourths vote of the City Council.

9 WHEREAS, beverage and snack vending services have been provided to the public at
10 Department of Parks and Recreation (DPR) facilities for over 25 years; and

11 WHEREAS, the vending contracts have expired, and department staff wish to continue providing
12 vending services at DPR facilities; and

13 WHEREAS, in 2004, DPR conducted a Request for Proposal (RFP) process for a beverage
14 vending operator, and a separate RFP process for a snacks and ice cream vending
15 operator; and

16 WHEREAS, upon reviewing the RFP responses, DPR staff identified Summit Vending, Inc., as
17 being most responsive to the RFP; and

18 WHEREAS, DPR now wishes to enter into a five (5) year concession agreement through May
19 31, 2010, with Summit Vending, Inc., to provide beverage and snack vending at DPR
20 facilities; and

21 WHEREAS, DPR wishes to use funds received from this vending concession agreement to pay
22 for educational and recreational programs at DPR facilities, and requires additional
23 appropriation authority in order to expend such funds; NOW, THEREFORE,

24 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

25 Section 1. The Superintendent of the Parks and Recreation Department, or his designee,
26 is authorized (1) to enter into a five (5) year concession agreement for beverage and snack
27 vending at DPR facilities with Summit Vending, Inc., substantially in the form of Attachment 1
28 to this ordinance and (2) to accept the funds the City shall earn from this concession agreement.

The funds the City shall receive during the first year of this agreement are estimated to be



1 \$67,000. The funds, when received, shall be deposited to the Park and Recreation Fund (10200)
2 as authorized in Section 3 below.

3 Section 2. The Superintendent is further authorized to extend the term of the agreement
4 authorized in Section 1 of this ordinance for up to five years beyond the expiration of the
5 agreement as defined in Attachment 1.
6

7 Section 3. In order to pay for necessary costs and expenses incurred or to be incurred in
8 2005, but for which insufficient appropriations were made, the appropriation for the following in
9 the 2005 Budget is increased from the fund shown, as follows:

10

Fund	Department	Budget Control Level/ CIP Program	Amount
Parks and Recreation Fund (10200)	Park and Recreation	Finance and Administration, K39A	\$67,000

11
12
13

14 Section 4. Any act consistent with the authority and prior to the effective date of this
15 ordinance is hereby ratified and confirmed.
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17 Section 5. This ordinance shall take effect and be in force thirty (30) days from and after
18 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
19 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.
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1 Passed by a three-fourths vote of all the members of the City Council the 6th day of
2 September, 2005 and signed by me in open session in authentication of its passage this 6th
3 day of September, 2005

4
5 Landrago
6 President _____ of the City Council

7 Approved by me this 12th day of September, 2005.

8
9 Gregory J. Nickels
10 Gregory J. Nickels, Mayor

11 Filed by me this 16th day of Sept., 2005.

12 Judith E. Pappine
13 City Clerk

14 (Seal)

15 Attachment 1: Vending Concession Agreement between the City of Seattle and Summit
16 Vending, Inc.

- 17 Exhibit A to Attachment 1 – List of Park Properties
- 18 Exhibit B to Attachment 1 – Approved vending equipment, menu items, and concession
19 fees--cold beverage
- 20 Exhibit C to Attachment 1 – Approved vending equipment, menu items, and concession
21 fees--snack and ice cream





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

July 19, 2005

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to transmit the attached proposed Council Bill, which authorizes the Superintendent of Parks and Recreation to enter into a five-year agreement with Summit Vending, Inc., for beverage and snack food services at Department of Parks and Recreation (DPR) facilities. This legislation also appropriates anticipated revenue from the agreement to pay for educational and recreational programs at DPR facilities.

In 2004, DPR issued a Request for Proposals (RFP) for beverage services, and a separate RFP for snack vending services. Potential vendors were required to show that two-thirds of their proposed menu selections met the low-fat, low-sugar content standards specified by DPR. Out of five respondents, only Summit Vending, Inc., met the healthy standards for both beverages and food.

The attached legislation will allow DPR to offer healthy snack alternatives at various park locations, and raise funds to support numerous DPR programs and services. Should you have questions, please contact Charles Ng at 684-8001 or Susan Golub at 684-7046.

Sincerely,

A handwritten signature in cursive script, appearing to read "Greg Nickels".

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



VENDING CONCESSION AGREEMENT

Between
THE CITY OF SEATTLE
and
SUMMIT VENDING, INC.

This Vending Concession Agreement ("Agreement") is made between the City of Seattle ("City"), a municipal corporation of the State of Washington, operating through its Department of Parks and Recreation ("Department") and its Superintendent of Parks and Recreation ("Superintendent"), and Summit Vending, Inc. ("Concessionaire"), a corporation existing under the laws of the State of Washington.

WHEREAS, the City, operating through its Department, owns and operates various public park facilities; and

WHEREAS, the Department desires to have consistent vending services provided for citizens and guests using these facilities; and

WHEREAS, the Department desires to offer healthy food and beverage selections in modern energy efficient vending machines on City property; and

WHEREAS, the Department advertised in the City's newspaper of record, "Daily Journal of Commerce", and solicited proposals for vending services from qualified individuals and firms; and

WHEREAS, the Concessionaire submitted proposals for vending services, and the Department's evaluation panel selected the Concessionaire's proposals as most advantageous to the Department, the Superintendent concurring.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. GRANT.

The City grants to the Concessionaire the non-exclusive right to offer vending as specified in this Agreement on the properties that are listed in Exhibit A to this Agreement ("Park Properties").

II. TERM AND EARLY TERMINATION.

This Agreement shall commence on June 30, 2005, and shall expire at 11:59 pm on May 31, 2010, unless extended or sooner terminated as provided in this Agreement. This Agreement may be extended for an additional five (5) year term at the option of the Superintendent.

This Agreement may be terminated by either party at any time for any or no reason by giving sixty (60) days written notice to the other party.



III. CONCESSIONAIRE RESPONSIBILITIES.

A. PERFORMANCE DEPOSIT.

The Concessionaire shall maintain a performance bond in the amount of \$20,000.00 (Twenty thousand dollars) on a form approved by the Department or shall make a \$20,000.00 (Twenty thousand dollars) cash deposit with the Department. The Concessionaire shall pay a cash deposit only with a cashier's check. The deposit or bond shall remain in effect throughout the term of this contract and for three (3) months thereafter unless the Department notifies the Concessionaire in writing that this requirement has been eliminated. The bond or deposit will not be released by the Department until the Concessionaire has satisfactorily discharged all duties, responsibilities and performances under the Agreement.

Should the Concessionaire fail to fulfill its obligations contained in this Agreement, then the Department may, in addition to all other rights and remedies it may have under this Agreement and under the laws of the State of Washington, retain the Concessionaire's performance deposit or obtain payment on the bond. The retention of the deposit or payment on the bond does not limit the Concessionaire's financial responsibility for default nor does the retention of the deposit or payment on the bond limit the Department's right of recovery against the Concessionaire.

B. MENU OFFERINGS.

The Concessionaire shall at all times stock all vending machines with health conscious beverage and food selections as follows: two out of every three beverage selections in each vending machine and two out of every three food selections in each vending machine must at all times meet the following criteria:

Healthy snacks will have:

Fat – No more than 30% (Thirty percent) of total calories from fat.

Saturated Fat – No more than 10% (Ten percent) of the calories from saturated fat.

Sugar – No more than 35% (Thirty five percent) by weight; except for fresh, dried or canned fruits and vegetables.

Healthy beverages will have:

Juices – At least 50% (Fifty percent) fruit juice with no added sweeteners.

Milk – Low fat or non-fat milk.

Sports Drinks – no more than 42 (Forty two) grams of sugar per 20 (Twenty) ounce bottle.

Furthermore, all selections (three out of every three selections) must appear on the lists in Exhibit B (approved beverages) or on the lists in Exhibit C (approved food).

C. TYPE, NUMBER, LOCATION, AND INSTALLATION OF VENDING MACHINES

At its own expense, the Concessionaire shall install vending machines on the Park Properties of the type described in Exhibits B and C; and of the number listed in Exhibit A at each Park Property. The exact location of all vending machines on the Park Properties shall be determined or approved in advance by the Superintendent. The Superintendent, at his sole discretion, may change the exact



location of any or all vending machines on the Park Properties. The parties may change the required number of machines at each Park Property by mutual agreement. The Department may request a different type of machine per Section III.M. of this Agreement.

D. NO STORAGE ON THE PROPERTIES.

The Concessionaire shall be responsible for storage of any supplies, inactive machines, equipment, vehicles, etc. The Department shall provide no storage space.

E. AGE OF VENDING MACHINES.

All machines will be of recent manufacture. The Department reserves the right to require the replacement of any vending machine that is deemed, in the opinion of the Department, unsuitable and/or unreliable within 30 days of such determination.

F. ENERGY EFFICIENT.

The cold beverage vending machines provided by the Concessionaire shall be Energy Star compliant and/or be equipped with Vending Misers or other conservation technology that is acceptable to the Department.

“Energy Star” shall mean that government-backed program that helps businesses and individuals protect the environment through superior energy efficiency. Energy Star compliant products meet strict energy efficiency guidelines set by the EPA and US Department of Energy.

“Vending Miser” shall mean a technology which significantly reduces energy consumption without compromising the vended product. Utilizing a custom passive infrared sensor, Vending Miser powers down a vending machine when the area surrounding it is unoccupied and automatically repowers the vending machine when the area is reoccupied. Vending Miser’s intelligent controller operates by learning from the habits of the building occupants, and modifies the time-out period accordingly. Additionally, Vending Miser monitors the ambient temperature while the vending machine is powered down. Using this information, Vending Miser automatically powers up the vending machine at appropriate intervals, independent of occupancy, to ensure that the vended product stays cold. Vending Miser also monitors electrical current used by the vending machine. This ensures that Vending Miser will never power down a vending machine while the compressor is running, so a high head pressure start never occurs. In addition, the current sensor also ensures that every time the vending machine is powered up, the cooling cycle is run to completion before again powering down the vending machine. This unique process also ensures a cold vended product.

G. CLEANING AND MAINTENANCE.

Concessionaire at its sole expense shall be responsible for cleaning and maintaining (including repairing and otherwise servicing) all machines. Concessionaire will maintain and clean its vending machines at least every other week and more frequently if required by the Department. The Concessionaire is required to keep all vending machines fully stocked as part of its ongoing maintenance obligations.

H. OWNERSHIP.



All vending machines, unsold merchandise, and supplies left in vending machines installed on the Park Properties are the sole property of the Concessionaire.

I. PRICING AND PRICE ADJUSTMENTS.

Initial vending product prices will be according to Option 1, as appearing in Exhibits B and C. During each year in January and July, the Concessionaire may submit a written request to the Department for price increases to reflect inflationary increases being charged to the Concessionaire. The Concessionaire shall document the economic rationale for the proposed increases to the sole satisfaction of the Department.

During the term, the Department may authorize vending product prices according to Option 2, as appearing in Exhibits B and C, as stated in Section III.K. CONCESSION FEE PAYMENTS below.

J. PAYMENT AND REPORTING.

The Concessionaire shall submit a monthly revenue and Concession Fee report ("Monthly Report") that provides income and Gross Revenue and Concession Fee data for each Department location served by the Concessionaire. This monthly report will list each vending location and data will be in the format required by the Department. The Concessionaire shall include any supporting documentation that may be required. Concession Fee calculations and Washington State Leasehold Tax calculations shall be shown in the Monthly Report. The Concessionaire will explain in writing monthly all increases or decreases in income and Gross Revenue to the satisfaction of the Department. The Concessionaire shall also provide information about conditions impacting the vending services, planned marketing activities, changes in the Concessionaire's operations or other factors affecting the vending service for the Department.

K. CONCESSION FEE PAYMENTS.

The Concessionaire shall pay monthly fees to the Department as specified in this section ("Concession Fees"). Payment shall be due on the 10th day of each month, for each previous month's activity. Late payments are subject to a one (1%) percent per month interest charge plus a \$25.00 penalty. All references to "month" in this section shall mean calendar month unless otherwise stated.

1. FOR BEVERAGE VENDING:

Concessionaire shall pay to the Department 25 % (twenty five percent) of Gross Revenue (defined below) from beverage vending machine sales according to Price Option 1 in Exhibit B. The Department reserves the right, at any time, to authorize Price Option 2 in Exhibit B. If Price Option 2 is authorized, then the Concessionaire agrees to pay the Department 40 % (forty percent) of Gross Revenue from beverage vending machine sales according to Price Option 2.

The Concessionaire understands that the Department, in its sole discretion, shall determine the date on which Concessionaire shall make its first increased payment reflecting Price Option 2 to the Department, and such date shall not be later than the 10th day of the calendar month that is two calendar months after the date on which the Department notified Concessionaire it authorized Price Option 2. Furthermore, the Department reserves the right to exercise any pricing option appearing in the Exhibits at any time and to determine the date on which Concessionaire shall make its first



payment reflecting the amended pricing option in a manner consistent with that described in the previous sentence.

2. FOR SNACK AND ICE CREAM VENDING:

Concessionaire shall pay to the Department 20 % (twenty percent) of Gross Revenue (defined below) from snack and ice cream vending machine sales according to Price Option 1 in Exhibit C. The Department reserves the right, at any time, to authorize Price Option 2 in Exhibit C. If Price Option 2 is authorized, then the Concessionaire agrees to pay the Department 30 % (thirty percent) of Gross Revenue from snack and ice cream vending machine sales according to Price Option 2.

The Concessionaire understands that the Department, in its sole discretion, shall determine the date on which Concessionaire shall make its first increased payment reflecting Price Option 2 to the Department, and such date shall not be later than the 10th day of the calendar month that is two calendar months after the date on which the Department notified Concessionaire it authorized Price Option 2. Furthermore, the Department reserves the right to exercise any pricing option appearing in the Exhibits at any time and to determine the date on which Concessionaire shall make its first payment reflecting the amended pricing option in a manner consistent with that described in the previous sentence.

3. GROSS REVENUE DEFINED.

Gross Revenue means the value proceeding or accruing from the sale of all foods and beverages, services, and business transactions of every kind occurring on the Park Properties without any deduction for costs of products sold, material used, labor, or other expenses whatsoever paid or accrued. It excludes monies collected from the purchaser of all foods and beverages as Washington State sales taxes to be charged the consumer although collected by the Concessionaire.

L. ANNUAL SIGNING BONUS.

Upon execution of this Agreement and annually thereafter during the term of this Agreement, the Concessionaire shall pay to the Department a payment of Fifteen Thousand Dollars (\$15,000.) as partial consideration for the rights granted under this Agreement ("Annual Signing Bonus"). The Concessionaire's obligation to pay the Annual Signing Bonus is in addition to all other obligations, monetary or otherwise, required under this Agreement. Payments "annually thereafter" shall be due on or before the anniversary of the execution date of this Agreement. Late payments are subject to a one (1%) percent per month interest charge plus a \$25.00 penalty. The Fifteen Thousand Dollar (\$15,000.) Annual Signing Bonus is comprised of \$12,000 attributable to beverage vending and \$3,000 attributable to snack and ice cream vending.

Should this Agreement be terminated by either party for any reason other than default by the Concessionaire, then the Department shall refund to the Concessionaire a prorated share of Concessionaire's most recent payment of the Annual Signing Bonus. The proration shall be determined in any reasonable manner by the Department.

M. NEW TECHNOLOGY.

Should technological advances produce new types of vending machine services and the Department determines it would prefer new varieties of vending machines to replace the existing ones installed



by the Concessionaire, then the Department and the Concessionaire will negotiate mutually agreeable concession fee and consumer price structures for these new machines, products and services.

N. DOLLAR BILL ACCEPTORS AND/OR CHANGERS.

All vending machines will be equipped with dollar bill acceptors or bill changers will be provided. Exceptions will be considered on a case by case basis at the Department's sole discretion.

O. BOXES AND SHIPPING CONTAINERS.

The Concessionaire shall remove all boxes and shipping material from the City's property and dispose of these items in an appropriate and legal manner.

P. BUILDING AND PROPERTY KEYS.

The Department shall maintain a system of building and property keys and locks. The Concessionaire may request keys from the Department consistent with the Department's Key Policy. The Concessionaire shall remit to the Department a Fifty Dollar (\$50.00) deposit for each key supplied to the Concessionaire at the request of the Concessionaire. The deposit shall be refunded when the Concessionaire returns the key(s) to the Department. The Concessionaire shall maintain continuous control of the Department keys at all times and shall not give Department keys to persons not directly employed by the Concessionaire to provide services under this Agreement. The Concessionaire shall pay any re-coring, lock changing or similar costs incurred by the Department due to the loss of a Department key by the Concessionaire.

The Concessionaire shall service vending machines during the hours the various Department facilities are open to the public. The Department will not furnish the Concessionaire either keys to all facilities or a master key for all facilities.

Q. SIGNS.

The Concessionaire shall not install any signs on City property without the Department's prior approval.

R. INCIDENT REPORTING.

In the event of any theft or vandalism to the machines, the Concessionaire shall complete a Department incident report. Concessionaire shall bear the risk and cost of theft, vandalism, and similar incidents. Concessionaire shall clean all vandalism to vending machines and repair vending machines within fourteen (14) days of receipt of notice from the Department.

S. COMPLIANCE WITH LAWS.

Concessionaire, at no cost to the City, shall perform and comply with all applicable laws of the United States, the State of Washington, and the Charter and Code of the City of Seattle, and the rules, regulations, orders, and directives of their administrative agencies and the officers thereof applicable to this Agreement.

T. INDEMNITY.

The Concessionaire shall indemnify and hold the City harmless from any and all losses, claims, actions, damages, and expenses arising out of or resulting from the Concessionaire's performance or lack of performance under this Agreement. In the event that any suit based upon such losses, claims,



actions, damages, or expenses is brought against the City, the Concessionaire, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be adverse to the City or the City and the Concessionaire jointly, the Concessionaire shall promptly satisfy the same. The liability described in this subsection shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been attributed to, or may be alleged to have been attributed to, in part, by the negligence of the City, its officers, employees, or agents; provided, that nothing contained in this subsection shall be construed as requiring the Concessionaire to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its employees, officers, or agents.

U. INSURANCE.

The Concessionaire shall secure and maintain, at its own expense, policy or policies of insurance as enumerated below. Evidence of such insurance, shall be delivered to the City, c/o Magnuson Park & Business Resources Manager, 6310 74th St. Suite 109E, Seattle, WA 98115-8164.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

A policy of Commercial General Liability Insurance written on an occurrence form (CG 00 01), including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Elevator & Hoist Liability (as applicable)*
- Employers Liability (Stop Gap)
- Explosion, Collapse and Underground (XCU) (as applicable)*
- Fire Damage Legal*

*These coverages are only required when the Concessionaire under this agreement includes exposures to which these specified coverages respond.

Such policy(ies) shall provide the following minimum limit:

Bodily Injury and Property Damage -
\$1,000,000 per occurrence,
\$1,000,000 annual aggregate.

2. BUSINESS AUTOMOBILE LIABILITY.

A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -
\$1,000,000 per person
\$1,000,000 per occurrence



3. DEDUCTIBLE.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City.

4. ENDORSEMENTS.

Such insurance, with the exception of professional liability, shall be endorsed to include the City of Seattle and the Seattle Department of Parks and Recreation, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without 45 (Forty-five) days prior written notice to the City. In addition, Concessionaire's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be in excess, and not contributing insurance, with the Concessionaire's insurance.

5. EVIDENCE OF INSURANCE.

The following documents must be provided as evidence of insurance coverage whenever this Agreement has been executed by and for Concessionaire and has been delivered to the Superintendent for execution, within 7 (Seven) calendar days prior to the expiration or renewal date of each such policy; and within 7 (Seven) calendar days after Concessionaire's receipt of a written request therefore:

- a. A copy of the policy's declaration pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
- b. A copy of the endorsement naming the City of Seattle as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or comparable..
- c. A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- d. A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least 45 (Forty five) days prior written notice to the City of Seattle.
- e. A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.

6. APPROVAL BY CITY.

All policies shall be subject to approval by the City as to company (must be rated A(-):VII or higher in the 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), form and coverage, and be primary to all other insurance.

7. INADEQUATE COVERAGES.

In the event that the Superintendent of Parks and Recreation or the Superintendents' designee deems such insurance to be inadequate to fully protect Concessionaire and the City, Concessionaire shall increase said liability limits to such amounts as the Superintendent or his designee shall deem reasonably adequate to provide said protection, which increase shall be completed within 60 (Sixty) days after the date of notice that Concessionaire insurance is deemed to be inadequate.



8. WORKER'S COMPENSATION.

In addition to the above coverage, the Concessionaire shall provide Workmen's Compensation coverage for its employees in accordance with Washington State laws and City of Seattle Labor and Industry rules and regulations.

V. LICENSES AND PERMITS AND OTHER AUTHORIZATIONS.

The Concessionaire, at no cost to City, shall secure and maintain in full force and effect during the term of this Agreement all required permits, licenses, and similar legal authorizations, and comply with all requirements thereof.

W. EQUALITY OF EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Concessionaire agrees as follows:

The Concessionaire will not discriminate against any employee or applicant for employment because of creed, religion, race, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Concessionaire agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Concessionaire will take affirmative action to ensure that all of its employees, agents and subcontractors adhere to these provisions; provided, nothing herein shall prevent an employer from giving preference in employment to members of his/her immediate family.

Concessionaire will, upon the request of the Director of Executive Administration or his/her designee (hereinafter called "Director"), furnish to the Director on such form as may be provided therefor, a report of the affirmative action taken by the Concessionaire in implementing the terms of this provision, and will permit access to his records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purpose of investigation to determine compliance with these provisions.

If, upon investigation, the Director determines that there is probable cause to believe that the Concessionaire has failed to comply with any of the terms of these provisions, the Concessionaire shall be so notified in writing. The contracting authority shall give the Concessionaire an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this contract in accordance with law.

Failure to comply with any of the terms of these provisions shall be material breach of this contract.

The foregoing provisions will be inserted in all subcontracts entered into under this contract.



X. RECORDS AND AUDIT.

The Concessionaire shall store all accounting records documenting its activities under this Agreement in King County, Washington throughout the term of this Agreement for six (6) years after the termination of this Agreement. The Concessionaire shall make these accounting records available to Department personnel and auditors during normal working hours and shall cooperate with the Department in any audit of these records.

Y. BACKGROUND INVESTIGATION.

The Concessionaire shall provide information requested by the Department about the Concessionaire's personnel for the purposes of a background investigation required by law for all Concessionaire staff and any subcontractors working on this Agreement.

Z. PROHIBITED PRODUCTS.

The Concessionaire shall not offer for sale tobacco products, alcoholic beverages or any product in a glass container. Other products may be prohibited in swimming pool buildings in the sole discretion of the Superintendent.

IV. DEPARTMENT RESPONSIBILITIES.

A. ACCESS.

The Department shall provide the Concessionaire with access to the Park Properties and any necessary buildings located thereon during the Department's usual hours of operation.

B. UTILITIES.

The Department agrees to provide Concessionaire access to existing, currently-available electrical service to operate the Concessionaire's vending machines. Modifications to the existing electrical service may be done by licensed electricians with the Department's prior approval and at the Concessionaire's sole expense. The Department will pay for electrical service for vending machines it approved for installation by the Concessionaire.

C. TRASH REMOVAL.

The Department will provide trash receptacles and recycling bins for vending product cans, single service vending product wrappers and single service vending product containers discarded by customers. The Concessionaire shall remove all boxes and shipping material from City property and dispose of these items in an appropriate and legal manner.

D. JANITORIAL SERVICE.

The Department will perform routine housekeeping and janitorial services in the areas around the vending machines.

V. GENERAL TERMS AND PROVISIONS.

A. ASSIGNMENT OF AGREEMENT.

Neither this Agreement nor any rights or privileges thereupon shall be assigned by the Concessionaire without written approval from the Department having been first obtained, whose approval may be given or withheld in its sole discretion.



B. NOTICES.

Requests, notices, reports, and payments shall be delivered to the Department at the following address:

The City of Seattle Department of Parks and Recreation
Magnuson Park and Business Resources
Attention: Charles Ng, Manager
6310 NE 74th Street Suite 109E
Seattle, WA 98115-8164
Phone (206) 684-8001

And to the Concessionaire shall be delivered to the following address:

Nickolas Streeter, Customer Service Manager
Summit Vending, Inc.
1206 Hewitt Avenue
Everett, WA 98201
Phone (425) 257-0105

All notices to be given by either of the parties hereto to the other party, shall be in writing and may either be delivered personally or may be deposited in the United States Mail, postage prepaid, addressed as specified hereof, or to such other respective address as the receiving party shall have designated for itself by notice to the other party, not less than fifteen (15) days prior to the effective date thereof. Notices sent by mail shall be deemed to have been given when properly mailed. The postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

C. DEFAULT AND REMEDIES.

Concessionaire's failure to comply with any covenant, term, or condition of this Agreement shall constitute a default ("Default").

If the Concessionaire is in Default, the City shall provide written notice to the Concessionaire, specifying the nature of the Default, the reasonable number of days (but not more than ten (10) days for monetary defaults and not more than sixty (60) days for non-monetary defaults) after the date of the notice within which such Default must be cured to avoid a breach, and may state the City's intention to terminate this Agreement if the Default is not corrected within such stated period; provided however, if the nature of the Default is such that the Default could not be cured within such period but the Concessionaire shall have commenced and thereafter diligently pursued a cure within such period, the Concessionaire shall not be deemed to be in breach. The City reserves the right, but has no obligation, to correct any non-monetary Default not so corrected by Concessionaire within the reasonable number of days provided in the notice of Default, and shall charge Concessionaire for City's cost in correcting Concessionaire's Default. Such charge may be taken by using the cash deposit or performance bond provided for elsewhere in this Agreement.



In addition to or in lieu of the foregoing, the City shall be entitled to all remedies otherwise provided for in this Agreement and as otherwise may be permitted from time to time by the laws of the State of Washington. The City's rights and remedies hereunder are not exclusive, but cumulative, and the City's exercise of any right or remedy due to the Concessionaire's failure to perform any covenant, term, or condition of this Agreement shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that the City may have under this Agreement or by law or in equity.

D. LICENSES, TAXES AND FEES, INCLUDING WASHINGTON STATE LEASEHOLD EXCISE TAX.

In addition to all other payments required to be made under this Agreement, Concessionaire shall be liable for, and shall pay prior to delinquency, all taxes of any kind, all licenses fees and all excise fees, including but not limited to occupation taxes covering the business conducted under this Agreement, and all personal property taxes and other impositions levied with respect to all personal property connected with this Agreement and Concessionaire's performance of this Agreement. In addition to the above, Concessionaire shall pay all fees, charges, or costs for any governmental inspections or examinations relating to Concessionaire's use and occupancy of City property, and shall pay all taxes on any leasehold interest created by this Agreement (e.g., leasehold excise taxes).

E. CLOSURE OF CONCESSION PREMISES.

The City reserves the right to close the Concessionaire's operation or any portion thereof for the convenience of the City upon a seven (7) day notice to the Concessionaire and to close the Park Properties or any fraction thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, the City may post a sign notifying the public of the impending or effective closure.

F. SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

At the expiration or earlier termination of this Agreement, the Concessionaire shall remove from the Park Properties, at its sole cost and expense, all vending machines and any and all trade equipment, trade furnishings or other personal property, placed on the Park Properties by the Concessionaire or its agents. Concessionaire shall also surrender all keys to the Department. In removing said vending machines or any and all trade equipment, trade furnishings or other personal property, the Concessionaire shall take due care to not damage or injure the Park Properties. Any structural and capital improvements shall not be removed. In the event of earlier termination, the Concessionaire shall have ten (10) days after the effective date of termination to complete removal of said items from the Park Properties.

In the event that upon expiration or ten (10) days after termination of this Agreement the Concessionaire has not removed its property and fixtures within the time allowed, the City may, but need not, remove Concessionaire's personal property and hold it for the Concessionaire, or place the same in storage, all at the expense and risk of the Concessionaire. The Concessionaire shall reimburse the City for any expense incurred by the City in connection with such removal and storage. The City shall have the right to sell such stored property, without notice to Concessionaire, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from the Concessionaire to the City; the balance, if any, shall be paid to the Concessionaire.



In no event shall the Concessionaire make any claim or demand upon the City, nor shall the City be liable, for any inconvenience, annoyance, disturbance or loss of business or any other damage suffered by the Concessionaire arising out of removal operations, the retention or disposition of any property, or the required relinquishment of capital improvements in or to the Park Properties.

G. LIENS AND ENCUMBRANCES.

The Concessionaire shall keep the Park Properties free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Park Properties. At the City's request, the Concessionaire shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Park Properties if not paid.

H. PHOTOGRAPHS.

Each party hereto may make photographs and motion pictures of the vending machines on the Park Properties and the activity, people, displays, and exhibits thereon; provided, that in the event such material is to be used for a commercial purpose, prior to making the same the Concessionaire shall obtain the approval of the Superintendent and shall pay to the City a fee therefore in an agreement agreed upon by the Concessionaire and the Superintendent in accordance with applicable provisions of the City's then-current Fees and Charges Schedule; and prior to using the same, the Concessionaire shall obtain the necessary written releases from every individual affected.

I. WAIVER.

No action other than a written document from the City so stating shall constitute a waiver by the City of any breach or default by Concessionaire nor shall such a document waive the Concessionaire's full compliance with the terms and conditions of the Agreement, irrespective of any knowledge the City may have of such breach, default, or non-compliance. The City's failure to insist upon full performance or any provision of this Agreement shall not be deemed as consent to or acceptance of such incomplete performance in the future.

J. CAPTIONS.

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

K. 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.

L. APPROVALS BY THE CITY OR SUPERINTENDENT.

If the Superintendent or Department grants any approval, consent, or permission or otherwise takes any other action pursuant to or in connection with this Agreement, such action does not constitute the taking of any official action by any other City department or official. Concessionaire must apply to the appropriate City officials or departments as may be required by law, ordinance, resolution, rule or regulation, before Concessionaire may rightfully commence, maintain, or terminate any particular undertaking under this Agreement.



M. **CONDITION OF PARK PROPERTIES.**

The City and Concessionaire acknowledge that they have jointly examined the Park Properties and the Concessionaire accepts the present condition as of the date of commencement of this Concession Agreement.

N. **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 that can be given effect without the invalid provision, and to this end, the remainder shall continue in full force and effect.

O. **SUCCESSORS IN INTEREST.**

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

P. **NO RELATIONSHIP ESTABLISHED.**

The City shall in no event be construed to be a partner, associate, 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.

Q. **SUPERINTENDENT.**

All references in this Agreement to the Superintendent shall include the Superintendent's successor or designee.

VI. ENTIRE AGREEMENT.

This Agreement and the Exhibits listed below (which Exhibits are incorporated and are part of this Agreement) contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, may modify this Agreement.

The parties to this Agreement acknowledge that it is a negotiated Agreement, that they have had 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.

This Agreement consists of sixteen pages as well as the following Exhibits:

- **Exhibit A. - List of Park Properties**
- **Exhibit B. - Approved vending equipment, menu items, and concession fees--Cold Beverage**
- **Exhibit C. - Approved vending equipment, menu items, and concession fees—Snack & Ice Cream**



IN WITNESS WHEREOF, the Concessionaire and the City have caused this Agreement to be duly executed on the dates indicated below.

Summit Vending, Inc.

President

Date: _____, 2005

The City of Seattle
Department of Parks and Recreation

Kenneth R. Bounds, Superintendent

Date: _____, 2005



STATE OF WASHINGTON)
) ss.(Acknowledgement for The City of Seattle)
COUNTY OF KING)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Kenneth Bounds, known to me to be the Superintendent of the Parks and Recreation of **THE CITY OF SEATTLE**, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

[Signature] [Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at _____.
My commission expires _____.

STATE OF _____)
) ss. (Acknowledgement for Concessionaire)
COUNTY OF _____)

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the President of Summit Vending, Inc. the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate above written.

[Signature] [Printed Name]

NOTARY PUBLIC in and for the State of _____ residing at _____.
My commission expires _____.



DPR Vending ORD Attachment 1 - EXHIBIT A

LIST OF PARK PROPERTIES

COLD BEVERAGE AND SNACK VENDING CONCESSION AGREEMENT

LOCATION OR FACILITY NAME	CANNED BEV #	CANDY/ SNACKS #	ICE CREAM #	OTHER (SEE NOTE) #	NOTES COMMENTS
BALLARD CC	1	1	0	1	\$.25 MACHINE
BALLARD POOL	2	1	0	0	
BALLARD SKATE PARK	1	0	0	0	
BITTERLAKE CC	2	2	0	4	\$.25 CANDY
CARKEEK PARK	0	0	0	0	
CAMP LONG	0	0	0	0	
COLMAN POOL (SUMMER)	1	1	1	0	1 CHANGE MACHINE
DELRIDGE CC	1	1	0	0	
DEXTER ADMIN BLDG.	1	1	0	0	
EVANS POOL	2	1	0	0	
GARFIELD CC	1	1	0	0	
GAS WORKS PARK	1	0	0	0	
GREEN LAKE CC	2	2	1	0	
GREEN LAKE SMALL CRFT	1	0	0	0	
HIAWATHA CC	1	1	0	0	
HIGH POINT CC	1	1	0	0	
HORT ADMIN. BLDG	1	0	0	0	
JEFFERSON CC	1	1	0	0	
INTERNATIONAL DISTRIC CC	4	1	0	0	
LANGSTON HUGHES	0	0	0	0	
LAURELHURST CC	2	2	0	0	
LOWER WOODLAND - BALLFIELD	3	0	0	0	

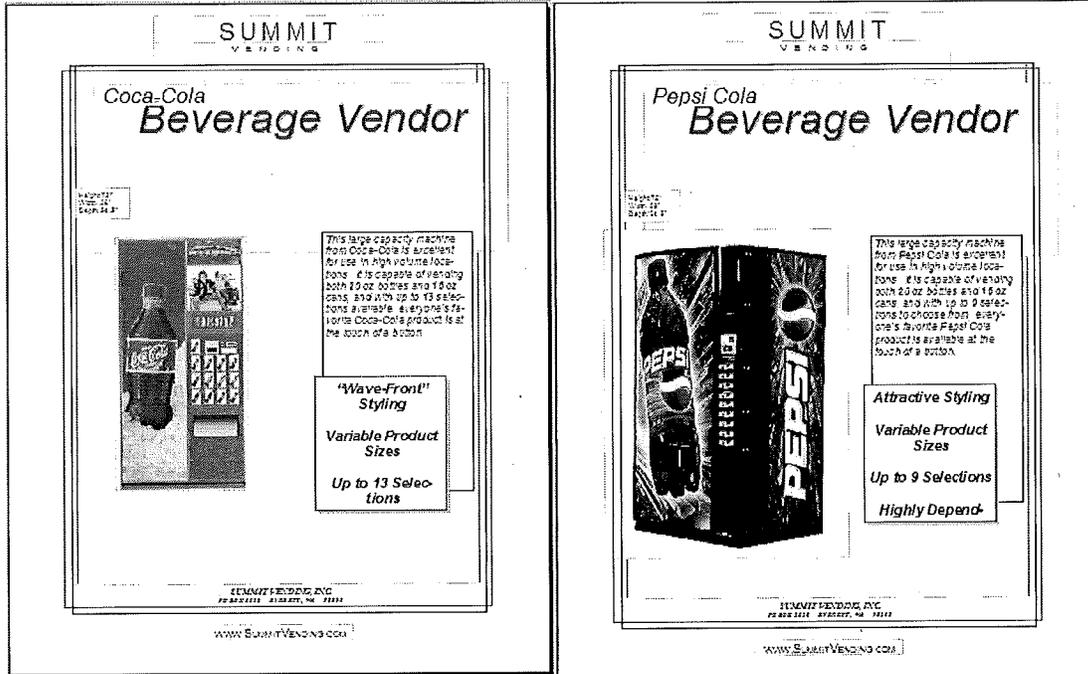


LOCATION OR	CANNED BEV	CANDY/ SNACKS	ICE CREAM	OTHER (SEE NOTE)	NOTES
LOWER WOODLAND - TENNIS	2	0	0	0	
LOWER WOODLAND- OUTSIDE ADMIN. OFFICE	2	0	0	0	
MADISON POOL	2	1	1	0	
MAGNOLIA CC	1	3	0	0	
MEADOWBROOK CC	1	1	0	0	
MEADOWBROOK POOL	1	0	0	1	JUICE
MEDGAR EVERS POOL	1	1	1	0	
MILLER CC	1	1	0	0	
MONTLAKE CC	1	1	0	0	
(POP) MOUNGER POOL	2	2	1	0	1 CHANGE MACHINE
MT. BAKER ROW & SAIL	1	0	0	0	
QUEEN ANNE CC	3	1	1	0	
QUEEN ANNE POOL RAINIER BEACH CC AND RAINIER BEACH POOL COMPLEX	2 6	1 1	0 0	1 3	JUICE \$.25 GUM MACHINES
RAVENNA-ECKSTEIN CC	1	1	0	4	\$.25 GUM MACHINES
RDA BUILDING	1	1	0	0	
MAGNUSON PARK	0	0	0	0	
SOUTH LAKE UNION	1	1	0	0	
SOUTH PARK CC SW POOL CC AND SW POOL COMPLEX	1 2	1 2	1 1	0 1	HOT CHOCOLATE
VAN ASSELT CC	1	1	0	0	
WEST BRIDGE	1	1	0	0	
YESLER CC	3	1	0	0	
CATEGORY SUB TOTAL	66	39	8	15	
TOTAL ALL MACHINES	128				



**DPR Vending ORD Attachment 1—EXHIBIT B- -Approved vending equipment,
menu items, and concession fees--Cold Beverage**

A. APPROVED VENDING EQUIPMENT



B. APPROVED BEVERAGES

REGULAR DRINKS CHOICES

<u>MENU ITEM</u>	<u>PORTION SIZE</u> (oz)	<u>PRICE OPT</u>	<u>PRICE OPT</u>	<u>DESCRIPTION</u>
		<u>1</u>	<u>2</u>	
		CAN/BOTTLE	CAN/BOTTLE	
7up	16/20	.65/1.00	.75/1.25	Carbonated Beverage
AMP	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Caffeine Free Diet Coke	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Cherry Coke	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Code Red	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Coke	16/20	.65/1.00	.75/1.25	Carbonated Beverage



Country Time Lemonade	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Code Red	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Coke	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Dr Pepper	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Mt Dew	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Mug Root Beer	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Pepsi	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Pepsi Twist	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Pepsi Vanilla	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Sierra Mist	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Sprite	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Diet Wild Cherry Pepsi	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Dr Pepper	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Fanta	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Lipton Ice Tea	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Live Wire Mt Dew	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Mountain Dew	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Mr. Pibb	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Mug Root Bear	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Nestea	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Pepsi	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Pepsi Edge	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Pepsi One	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Pepsi Twist	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Pepsi Vanilla	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Sierra Mist	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Slice	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Sprite	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Surge	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Vanilla Coke	16/20	.65/1.00	.75/1.25	Carbonated Beverage
Wild Cherry Pepsi	16/20	.65/1.00	.75/1.25	Carbonated Beverage



<u>MENU ITEM</u>	<u>PORTION SIZE</u> <u>(oz)</u>	<u>PRICE OPT</u> <u>1</u>	<u>PRICE OPT</u> <u>2</u>	<u>DESCRIPTION</u>
Tropicana - Peach Papaya	20	\$1.00	\$1.25	Juice
Tropicana - Melon	20	\$1.00	\$1.25	Juice
Tropicana - Lemonade	20	\$1.00	\$1.25	Juice
Minute Maid - Strawberry Passion	20	\$1.00	\$1.25	Juice
Minute Maid - Berry Kiwi	20	\$1.00	\$1.25	Juice
Minute Maid - Berry Kiwi	20	\$1.00	\$1.25	Juice
Snapple - Mango Madness	16	\$1.00	\$1.25	Juice
Snapple - Kiwi Strawberry	16	\$1.00	\$1.25	Juice
Snapple - Fruit Punch	16	\$1.00	\$1.25	Juice
Snapple - Cranberry Raspberry	16	\$1.00	\$1.25	Juice
Snapple - Ruby Red	16	\$1.00	\$1.25	Juice
Snapple - Summer Peach	16	\$1.00	\$1.25	Juice
Snapple - Lemonade	16	\$1.00	\$1.25	Juice
Snapple - Lemonade Iced Tea	16	\$1.00	\$1.25	Juice
Snapple - Pink Lemonade	16	\$1.00	\$1.25	Juice
Snapple - Peach Tea	16	\$1.00	\$1.25	Juice
Snapple - Raspberry Tea	16	\$1.00	\$1.25	Juice
Snapple - Kiwi Tea	16	\$1.00	\$1.25	Juice
Snapple - Diet Pink Lemonade	16	\$1.00	\$1.25	Juice
Snapple - Diet Lemonade Iced Tea	16	\$1.00	\$1.25	Juice
Dole - Strawberry Kiwi	16	\$1.00	\$1.25	Juice
Dole - Ruby Red Grape	16	\$1.00	\$1.25	Juice
Dole - Paradise Blend	16	\$1.00	\$1.25	Juice
Dole - Pineapple Passion	16	\$1.00	\$1.25	Juice
Mango	16	\$1.00	\$1.25	Juice

Summit Selections Menu

HEALTHY DRINK CHOICES

<u>MENU ITEM</u>	<u>PORTION SIZE</u> <u>(oz)</u>	<u>PRICE</u> <u>OPT 1</u>	<u>PRICE</u> <u>OPT 2</u>	<u>DESCRIPTION</u>
Shamrock Farms - 1% Chocolate	12	\$1.00	\$1.25	Milk
Shamrock Farms - 1% Regular	12	\$1.00	\$1.25	Milk
Wilcox Farms - 1% Strawberry	16	\$1.00	\$1.25	Milk
Wilcox Farms - 2% Chocolate	16	\$1.00	\$1.25	Milk
Wilcox Farms - 2% Regular	16	\$1.00	\$1.25	Milk
Dole - 100% Apple Juice	16	\$1.25	\$1.50	100% Juice
Dole - 100% Orange Juice	16	\$1.25	\$1.50	100% Juice
Minute Maid - 100% Apple Juice	16	\$1.25	\$1.50	100% Juice
Minute Maid - 100% Orange Juice	16	\$1.25	\$1.50	100% Juice
Tropicana - 100% Apple Juice	16	\$1.25	\$1.50	100% Juice



Tropicana - 100% Orange Juice	16	\$1.25	\$1.50	100% Juice
Welch's - 100% Apple Juice	16	\$1.25	\$1.50	100% Juice
Welch's - 100% Grape Juice	11.5	\$1.00	\$1.25	100% Juice
Welch's - 100% Orange Juice	16	\$1.25	\$1.50	100% Juice
Welch's - 100% White Grape Cherry Juice	11.5	\$1.00	\$1.25	100% Juice
Welch's - 100% White Grape Peach Juice	11.5	\$1.00	\$1.25	100% Juice
Aquafina	20	\$1.00	\$1.25	Water
Arrowhead	16	\$1.00	\$1.25	Water
Dansani	20	\$1.00	\$1.25	Water
Evian	16	\$1.00	\$1.25	Water
Talking Rain	16	\$1.00	\$1.25	Water
Allsport - Arctic Shatter	20	\$1.25	\$1.50	Sports Drink
Allsport - Fruit Punch	20	\$1.25	\$1.50	Sports Drink
Allsport - Jagged Ice	20	\$1.25	\$1.50	Sports Drink
Allsport - Mountain Blast	20	\$1.25	\$1.50	Sports Drink
Gatorade - Cool Blue Raspberry	20	\$1.25	\$1.50	Sports Drink
Gatorade - Fierce Grape	20	\$1.25	\$1.50	Sports Drink
Gatorade - Fruit Punch	20	\$1.25	\$1.50	Sports Drink
Gatorade - Lemon Lime	20	\$1.25	\$1.50	Sports Drink
Gatorade - Orange	20	\$1.25	\$1.50	Sports Drink
Gatorade - Riptide Rush	20	\$1.25	\$1.50	Sports Drink
Gatorade - Strawberry Ice	20	\$1.25	\$1.50	Sports Drink
Gatorade - Strawberry Kiwi	20	\$1.25	\$1.50	Sports Drink
Ice Botanicals - Black Raspberry	16	\$1.00	\$1.25	Juice
Ice Botanicals - Cranberry/Raspberry	16	\$1.00	\$1.25	Juice
Ice Botanicals - Orange Mango	16	\$1.00	\$1.25	Juice
Ice Botanicals - Key Lime	16	\$1.00	\$1.25	Juice
Ice Botanicals - Kiwi Strawberry	16	\$1.00	\$1.25	Juice
Ice Botanicals - Passion Peach	16	\$1.00	\$1.25	Juice

C. COLD BEVERAGE VENDING FINANCIAL PROPOSAL - PRICING

OPTIONS

Summit Vending Inc.'s financial proposal to the City is:

PRICING OPTION 1:

DESCRIPTION	PRICE (CAN/BOTTLE)
Carbonated Beverages	.65/1.00
Water	.75/1.00
Juice	.75/1.00
Sports Drink	1.00/1.25
100% Juice	1.00/1.25

Percent of vending sales payable to City is **25%** of Gross Revenues.



PRICING OPTION 2:

DESCRIPTION	PRICE (CAN/BOTTLE)
Carbonated Beverages	.75/1.25
Water	1.00/1.25
Juice	1.00/1.25
Sports Drink	1.25/1.50
100% Juice	1.25/1.50

Percent of vending sales payable to City is 40% of Gross Revenues.



**DPR Vending ORD Attachment 1—EXHIBIT C- -Approved vending equipment,
menu items, and concession fees—Snack & ice cream**

A. APPROVED VENDING EQUIPMENT

SUMMIT
VENDING

Glass Front
SNACK MACHINES



Our largest capacity machines are perfect for locations demanding a greater selection of products in a single machine design.

These Glass Front Spiral Machines maintain the convenience and quality of service that have made the machines of choice for so many of our most successful snack and beverage distribution locations.

Dual Snack Spirals

Energy Efficient

Up to 40 Selections

SUMMIT VENDING, INC.
PERMITS DEPARTMENT, WA 91111

WWW.SUMMITVENDING.COM

SUMMIT
VENDING

Frito-Lay
Snack Machine



Similar to a beverage machine in size and function, this highly durable snack machine may be used either in outdoor locations or to simply complement an existing glass front snack machine to increase selection. Frito-Lay offers King Size portions in various flavors, cookies, pretzels and toaster pastries.

"King Sized" Snacks

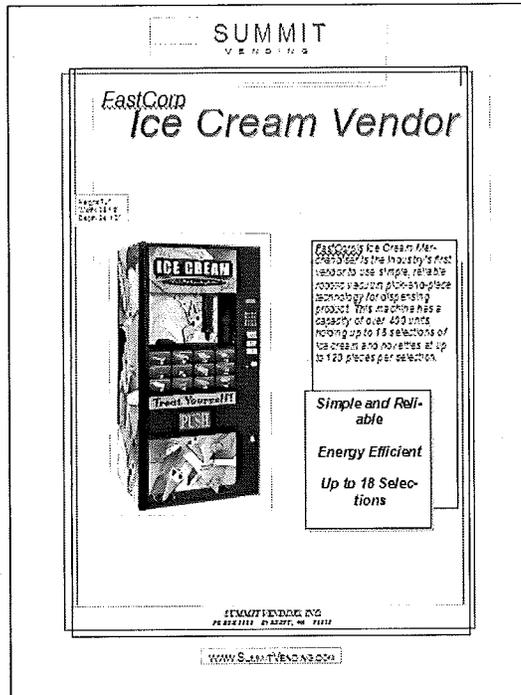
No Spiral Hang-ups

Secure and Durable

SUMMIT VENDING, INC.
PERMITS DEPARTMENT, WA 91111

WWW.SUMMITVENDING.COM





B. APPROVED FOOD (i.e., Snack and Ice Cream) ITEMS

MENU ITEMS

REGULAR FOOD ITEMS

<u>MENU ITEM</u>	<u>PORTION SIZE</u>	<u>PRICE OPT 1</u>	<u>PRICE OPT 2</u>	<u>DESCRIPTION</u>
Luna Bar Nutz Over Choc.	1.69oz	\$0.65	\$0.75	Candy
Nature Vall. Chew.Van. Yog.	37g	\$0.65	\$0.75	Candy
Nature Vall. Chewy Honey Oats	37g	\$0.65	\$0.75	Candy
Nature Vall. Crunchy Granola Bar	42g	\$0.65	\$0.75	Candy
Nature Vall. Oats N' Honey	42g	\$0.65	\$0.75	Candy
Nutri-Grain Strawberry	1.3oz	\$0.65	\$0.75	Candy
Power Bar Malt Nut	2.4oz	\$0.65	\$0.75	Candy
Quaker Chew Chocolate Chip Bar	2oz	\$0.65	\$0.75	Candy
Snickers Marathon Bar	1.94oz	\$0.65	\$0.75	Candy
Tree Top Flat Fruit - Apple/Peach	40g	\$0.65	\$0.75	Candy
Tree Top Flat Fruit - Apple/Peach	40g	\$0.65	\$0.75	Candy
Baked Doritos Nacho Cheese	1.5oz	\$0.65	\$0.75	Chips
Baked Doritos Cool Ranch	1.5oz	\$0.65	\$0.75	Chips
Baked Lays Sour Cream and Onion	1.5oz	\$0.65	\$0.75	Chips
Baked Lays BBQ	1.5oz	\$0.65	\$0.75	Chips
Rold Gold Tiny Twists	2.25oz	\$0.65	\$0.75	Crackers
100% Frozen Fruit Bars - Coconut	4oz	\$0.75	\$1.00	Ice Cream
100% Frozen Fruit Bars - Mango	4oz	\$0.75	\$1.00	Ice Cream
100% Frozen Fruit Bars - Orange	4oz	\$0.75	\$1.00	Ice Cream



100% Frozen Fruit Bars - Pineapple	4oz	\$0.75	\$1.00	Ice Cream
100% Frozen Fruit Bars - Raspberry	4oz	\$0.75	\$1.00	Ice Cream
100% Frozen Fruit Bars - Strawberry	4oz	\$0.75	\$1.00	Ice Cream
Basil's Animal Snackers LF	1.75oz	\$0.85	\$1.00	Snack
Bumble Bee Tuna Salad Kit	3.8oz	\$0.85	\$1.00	Snack
Honey Maid Cinnamon Stix	49g	\$0.85	\$1.00	Snack
Hormel Chicken Noodle Soup	7.5oz	\$0.85	\$1.00	Snack
Kenny's Juicy Sour Twists	5oz	\$0.85	\$1.00	Snack
Quaker Fruit&Oat Toastables	3.5oz	\$0.85	\$1.00	Snack
Red Vines Original	4oz	\$0.85	\$1.00	Snack
Welch's Fruit Snacks - Strawberry	2.25oz	\$0.85	\$1.00	Snack



SUMMIT SELECTIONS MENU

HEALTHY FOOD ITEMS

weight (g)	size	brand & product	cal/from fat(g)	% cal/from fat	fat(g)	sat.fat.(g)	sugar(g)
60	9 cookies	Basil's Animal Snackers LF	110/20	18.1	2	0.5	9
	1 can	Bumble Bee Tuna Salad Kit	70/10	14	1	0	0
49	1 bag	Honey Maid Cinnamon Stix	210/40	19	4.5	1	14
	1 cup	Hormel Chicken Noodle Soup	100/20	20	2.5	1.5	0
	34 pieces	Kenny's Juicy Sour Twists	140/5	13.5	0.5	0	16
	1 bar	Luna Bar Nutz Over Choc.	180/40	22	4.5	2.5	12
	1 box	Mason Dots	220/0	0	0	0	51
	1 bar	Nature Vall. Chew.Van. Yog.	140/35	25	3.5	2	13
	2 bars	Nature Vall. Oats N' Honey	180/50	27.7	6	0.5	11
	1 bar	Nutri-Grain Strawberry	140/25	17.8	3	0.5	13
	1 bar	Power Bar Malt Nut	230/25	10.8	2.5	0.5	18
	1 bar	Quaker Chew Chocolate Chip Bar	240/70	29.1	8	3	19
	1 bar	Quaker Fruit&Oat Toastables	190/40	21	4.5	1	19
	2 pieces	Red Vines Original	240/0	0	0	0	28
	1 bar	Rice Krispy Treats	200/45	22.5	5	1.5	18
	17 piece	Rold Gold Tiny Twists	110/10	9	1	0	1
	1 bar	Snickers Marathon Bar	220/60	27.2	7	1.5	1
	20 pieces	Welch's Fruit Snacks - Strawberry	110/0	0	0	0	21
40		Tree Top Flat Fruit - Apple/Peach	140/0	0	0	0	32
40		Tree Top Flat Fruit - Apple/Peach	140/0	0	0	0	31

**C. FOOD (i.e. Snack and Ice Cream) VENDING FINANCIAL PROPOSAL
- PRICING OPTIONS**

Summit Vending Inc.'s financial proposal to the City is:

PRICING OPTION 1:

DESCRIPTION	PRICE
Candy	.65
Chips	.65
Crackers	.65



Cookies	.65
Snacks	.85
Ice Cream	.75

Percent of vending sales payable to City is 20% of Gross Revenue.

PRICING OPTION 2:

DESCRIPTION	PRICE
Candy	.75
Chips	.75
Crackers	.75
Cookies	.75
Snacks	1.00
Ice Cream	1.00

Percent of vending sales payable to City is 30% of Gross Revenue.



COLD BEVERAGE RFP- SECTION 3- RFP QUESTIONNAIRE

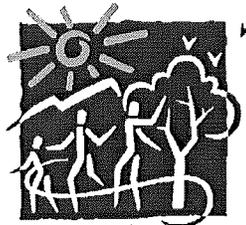
This Page must be fully completed and returned to the Department as part of your Proposal.

REQUEST FOR PROPOSALS (RFP)

COLD BEVERAGE VENDING

SECTION 3

RFP QUESTIONNAIRE



**SEATTLE PARKS
AND RECREATION**

Please note that this section of the RFP must be returned as the basis for your Proposal.

Return all the pages contained in this Questionnaire in the exact order they are contained herein. Insert additional pages to clarify your response as necessary immediately after the Questionnaire page.

Please be certain to complete, sign and enclose the financial proposal form.

If additional space is needed for your response to questions on this page then insert the information immediately following this page.



COLD BEVERAGE RFP- SECTION 3- RFP QUESTIONNAIRE

This Page must be fully completed and returned to the Department as part of your Proposal.

1. LEGAL NAME OF ORGANIZATION, FIRM, LLC, INDIVIDUAL OR PARTNERSHIP SUBMITTING THIS RFP:

2. ADDRESS OF THE PROPOSER'S PRINCIPAL PLACE OF BUSINESS:

Address: _____

City: _____ State: _____ Zip: _____

3. ADDRESS OF THE PROPOSER'S SEATTLE AREA LOCATION THAT WILL BE THE BASE OF SERVICES FOR THE SERVICES CONTAINED IN THIS PROPOSAL:

Address: _____

City: _____ State: _____ Zip: _____

4. THE PERSON ON YOUR STAFF WHO WILL BE THE PRIMARY CONTACT FOR THIS RFP:

Name: _____ Title: _____

Phone: _____ Email address: _____

Address (If Different): _____

City: _____ State: _____ Zip: _____

If additional space is needed for your response to questions on this page then insert the information immediately following this page.



COLD BEVERAGE RFP- SECTION 3- RFP QUESTIONNAIRE

This Page must be fully completed and returned to the Department as part of your Proposal.

5. PROPOSED CONCESSION SERVICES.

- A. Provide descriptions, drawing, pictures and/or specifications for the proposed vending equipment.

- B. Provide product name portion size and selling price for all. Separate the proposed healthy products into a distinct section. Use the following format:

MENU ITEM	PORTION SIZE	PRICE	DESCRIPTION
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

- C. Describe your experience in vending healthy products. Describe in particular how you plan to foster healthy menu selections and supportive point-of-sale materials.

- D. Please describe the location that will provide warehouse and repair services for the City.

- E. When are services and repair personnel available?

- F. What vending machines, parts and spares do you have access to locally?

- G. How will you handle refunds? Please be advised that no Department or City staff will handle any aspect of your refund procedure.

DO NOT INCLUDE MATERIALS THAT HAVE NO BEARING ON YOUR RESPONSE TO THIS RFP. IF PICTURES, BROCHURES, FLYERS, ETC. ARE ENCLOSED, THEN PLEASE BE CERTAIN THAT THE DIRECT CONNECTION BETWEEN THESE ENCLOSURES AND TO THE PROPOSED SERVICES FOR THE DEPARTMENT IS CLEARLY EXPLAINED.

If additional space is needed for your response to questions on this page then insert the information immediately following this page.

COLD BEVERAGE RFP- SECTION 3- RFP QUESTIONNAIRE

This Page must be fully completed and returned to the Department as part of your Proposal.

6. COLD BEVERAGE VENDING FINANCIAL PROPOSAL

_____ ("Proposer"), organized under the laws of the State of _____, hereby submits to the City of Seattle ("City") this Financial Proposal in response to the Request For Proposals ("RFP") for Snack & Ice Cream Vending, as issued by the City. The Proposer warrants and certifies that it has read and understands the following RFP documents, including all the RFP process and instructions, the Contract provisions and all exhibits.

The Proposer further warrants and certifies that it has read and understands the Concession Contract for the proposed services and the scope of Concessionaire obligations specified therein. The Proposer understands that all capitalized terms used but not defined herein have the meaning provided in the Contract(s).

NOW, THEREFORE, based upon the foregoing, the Proposer offers:

- A. To obtain (unless already a licensed Washington State business) a Certificate of Authority to Transact Business from the Washington Secretary of State's Office prior to signing the Contract;
- B. To provide the specified concession services in accordance with our service Proposal, this Financial Proposal form, the Contract and all other RFP requirements; and
- C. To sign the Contract and fulfill the Concessionaire obligations specified therein, including but not limited to, the monthly Concession Fee(s) payable to the City.
- D. To pay the following Concession Fee(s) to the City for Snack & Ice Cream Vending services:

The undersigned hereby designates _____ as the contact person to whom Notices of Selection and Award may be mailed, facsimiled or delivered.

Enclosed is cash, a certified check, cashier's check or Proposal Bond in the amount of Twenty Thousand Dollars (\$20,000.00) total (if the Proposer submits a proposal for both the Snack & Ice Cream Vending RFP and the Snack & Ice Cream Vending RFP, then only one \$20,000 bond that covers either and both Proposals should be submitted). Checks shall be payable to the City of Seattle.

If additional space is needed for your response to questions on this page then insert the information immediately following this page.



COLD BEVERAGE RFP- SECTION 3- RFP QUESTIONNAIRE

This Page must be fully completed and returned to the Department as part of your Proposal.

Receipt of Addenda Nos. 1 through _____ to the RFP package is acknowledged.

Our/my financial offer to the City is:

Percent of vending sales _____ (write in the percentage. Example 23.5 %) and write out the percentage
_____ (Example twenty three and one half percent).

Our/my free will gift or signing bonus to the City is (clearly define the gift amount or details of the gift):

If additional space is needed for your response to questions on this page then insert the information immediately following this page.



COLD BEVERAGE RFP- SECTION 3- RFP QUESTIONNAIRE

This Page must be fully completed and returned to the Department as part of your Proposal.

Signed this _____ day of _____, 2004.

PROPOSER: _____

AUTHORIZED SIGNATURE _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

If the Proposer is a Partnership or Joint Venture, indicate such status below:

If additional space is needed for your response to questions on this page then insert the information immediately following this page.



Beverage and Snack Scoring Summary

**BEVERAGE VENDING
RANKINGS**

ranking	company	Responsible/score	responsive/percentage proposed		
1	Summit	yes/60	25%		
2	Pepsi	yes/51.5	25%		
3	Coca Cola	yes/55.5	24.5%		
4	J & B	yes/51.8	15%		

SNACKS/ICE CREAM

ranking	company	Responsible/score	responsive/percentage proposed		
1	Summit	yes/53	20%		
2	J & B	no/38.8	15%		
3	Compass	no/35	16.7% combined rate		



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks & Recreation	Charles Ng 684-8001 Susan Golub 684-7046	Tyler Running Deer 684-8075

Legislation Title: AN ORDINANCE concerning a vending concession agreement with Summit Vending, Inc.; authorizing the Superintendent of Parks and Recreation to enter into a concession agreement for the provision of vending services at Department of Parks and Recreation facilities; accepting funds for deposit into the Park and Recreation Fund; and increasing appropriations to the Department of Parks and Recreation in the 2005 Budget; all by a three-fourths vote of the City Council.

• **Summary of the Legislation:**

The proposed legislation authorizes the Superintendent of the Parks and Recreation to enter into a five-year concession agreement with Summit Vending Inc. The proposed agreement includes an option to extend the terms of the agreement for another five years.

• **Background:**

Ordinance 105655 authorizes the Superintendent of Parks and Recreation to enter into a master agreement with community advisory councils and the Associated Recreation Council (ARC) for the purpose of assisting in planning and implementing recreational activities for the public, providing for the allocation and deposit of funds received, and establishing certain general policies. For over 25 years, advisory councils in various communities have sponsored programs and activities in Department of Parks and Recreation (DPR) facilities that have provided educational and recreational opportunities for Seattle residents.

ARC and its member advisory councils have also provided beverage and snack vending services at DPR facilities. In the past, separate contracts have been signed between individual advisory councils and vending operators to provide vending machines, food and beverage services, and related maintenance. In exchange for the right to provide vending services at DPR facilities, vending companies have paid the advisory councils a fee from their sales and, in turn, the advisory councils have given 1% of the income received from the vending companies to DPR. Under this arrangement, the advisory councils and DPR have used the income to support DPR programs.

ARC and DPR agreed to negotiate a master vending contract that would cover all DPR facilities, and to conduct a Request for Proposal (RFP) process to select one operator to provide snack and beverage services.



In order to allow opportunities for small businesses, DPR divided the beverage and snack vending opportunities into two RFP processes. A key requirement in both RFPs was that interested respondents offer a healthy snack and beverage alternative that meets King County Health guidelines.

In September 2004, DPR advertised its beverage and snack RFP package. Coca Cola, Pepsi Cola, J & B Vending, and Summit Vending responded to its beverage RFP, while Summit Vending, J & B Vending, and COMPASS Group responded to the snack RFP. An evaluation panel, consisting of DPR representatives from Contracts and Business Resources, the Superintendent's Office, ARC's Executive Director, an Advisory Council president, and a nutritionist from King County Health Department evaluated the proposals based on the established RFP criteria and questionnaire, attached hereto as Exhibit I.

The panel rated Summit Vending, Inc., as the most responsive operator for both the beverage and snack RFPs by directly addressing the following criteria:

- a) Met the requirement for healthy menu alternatives for the public;
- b) Showed evidence of relevant vending service experience and reliable equipment;
- c) Had a sound repair, maintenance, refund, and on-call service plan; and
- d) Provided a reasonable compensation package.

A summary of the ranking of all proposals is attached as Exhibit II to this Fiscal Note.

The estimated total annual revenue associated with this contract is \$67,000 - \$68,000. The vending contract specifies that the concessionaire will pay DPR \$15,000 per year as an "Annual Signing Bonus." In addition, DPR will receive 25% of gross annual revenue from cold beverages, and 20% of gross annual revenue from snacks and ice cream, which is estimated to be approximately \$52,000 - \$53,000 per year.

DPR's 2005 adopted, and 2006 endorsed budgets currently include approximately \$1,000 in revenue and expenses related to previous vending contracts. It is anticipated that this new contract will bring approximately \$67,000 of new annual revenue. The Department intends to use these new revenues to continue to develop and implement programs at DPR facilities. Previously, such revenues went directly to ARC, which directly paid program and services expenses.

X This legislation has financial implications.



Appropriations:

Fund Name and Number	Department	Budget Control Level*	2005 Appropriation	2006 Anticipated Appropriation
Park and Recreation Fund (10200)	Parks and Recreation	Finance and Administration, K39A	\$67,000	\$67,000
TOTAL			\$67,000	\$67,000

Notes: The proposed legislation requests appropriation authority for the anticipated revenue from vending machines. In the past, revenue from vending machines went directly to ARC. It is DPR's intent to contract with ARC to continue to develop and implement programs at DPR facilities, as described above in the Background section.

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2005 Revenue	2006 Revenue
Park and Recreation Fund (10200)	Parks and Recreation	Income from beverage and snack vending	\$67,000	\$67,000
TOTAL			\$67,000	\$67,000

Notes: The total new annual revenue associated with this contract is estimated to be \$67,000.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: N/A

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2005 Positions	2005 FTE	2006 Positions**	2006 FTE**
TOTAL							

Notes: There are no positions created as a result of this legislation.

• **Do positions sunset in the future?**

Not applicable.



Spending/Cash Flow:

Fund Name and Number	Department	Budget Control Level*	2005 Expenditures	2006 Anticipated Expenditures
Park and Recreation Fund (10200)	Parks and Recreation	Finance and Administration, K39A	\$67,000	\$67,000
TOTAL			\$67,000	\$67,000

Notes: The estimated total annual revenue associated with this contract is \$67,000. In the past, revenue from vending machines went directly to ARC. It is anticipated that DPR will expend this revenue through a contract with ARC to continue to develop and implement programs at DPR facilities.

- **What is the financial cost of not implementing the legislation?** If the City did not implement this legislation DPR would lose some or all of the revenue associated with vending machines at DPR facilities.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

If the City did not implement this legislation, individual advisory councils could continue to provide vending services to the public. Revenue from these individual contracts would likely be less than with the proposed consolidated contract, as individual advisory councils would not have the leveraging ability to include a signing bonus or to require as large a percentage of gross revenues. Funding for programs at DPR facilities would be reduced.

- **Is the legislation subject to public hearing requirements:**
No.
- **Other Issues:**
None.

Please list attachments to the fiscal note below:

- Exhibit I: RFP Questionnaire
- Exhibit II: Beverage and snack scoring summary



STATE OF WASHINGTON - KING COUNTY

--SS.

190192
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

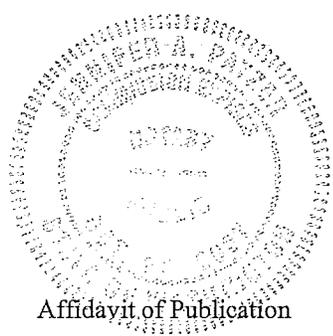
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121902-121908

was published on

09/22/05

The amount of the fee charged for the foregoing publication is the sum of \$ 79.50, which amount has been paid in full.



Affidavit of Publication

[Signature]
Subscribed and sworn to before me on
09/22/05 *[Signature]*
Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on September 6, 2005, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121908

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121907

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121906

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121904

AN ORDINANCE concerning a vending concession agreement with Summit Vending, Inc.; authorizing the Superintendent of Parks and Recreation to enter into a concession agreement for the provision of vending services at Department of Parks and Recreation facilities; accepting funds for deposit into the Park and Recreation Fund; and increasing appropriations to the Department of Parks and Recreation in the 2005 Budget; all by a three-fourths vote of the City Council.

ORDINANCE NO. 121903

AN ORDINANCE transferring jurisdiction over portions of Puget Boulevard from Seattle Department of Transportation to the Department of Parks and Recreation for park, recreation, parkway and boulevard purposes.

ORDINANCE NO. 121902

AN ORDINANCE authorizing the Department of Parks and Recreation to accept funds in the sum of Five Million (\$5,000,000) Dollars from City Investors Inc, through the Seattle Parks Foundation, and authorizing the execution of an Agreement between the City of Seattle and City Investors Inc, regarding said funds, and appropriating the funds and providing the Department of Parks and Recreation with the appropriate expenditure authority to complete the initial phase of South Lake Union Park construction as agreed to in the terms of said Agreement.

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, September 22, 2005.

9/22(190192)