



**CONCESSIONS AND CONTRACTS COMMITTEE  
OF THE PARKS AND RECREATION BOARD**

Tuesday, February 10, 2015 - 1:00 p.m.

**Parks and Recreation Department Main Office**

200 South Lamar Blvd.

Austin, Texas 78704

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**MINUTES**

**A. CALL TO ORDER**

The meeting was called to order at 1:01 p.m.

Board Members in Attendance:

Jeff Francell, Chair; Dale Glover; Susan Roth; Jane Rivera, ex-officio

**B. APPROVAL OF MINUTES**

1. Committee Chair Francell made a motion to approve the minutes of the Concessions and Contracts Committee meeting of January 13, 2015. Committee Member Glover seconded the motion. The motion carried on a vote of 3-0.

**C. CITIZEN COMMUNICATION**

There were no requests or comments from Austin citizens at the February 10, 2015, Concessions and Contracts Committee.

**D. NEW BUSINESS: DISCUSSION AND ACTION ITEMS** (Copies of the reports can be found at [http://www.austintexas.gov/cityclerk/boards\\_commissions/meetings/39\\_1.htm](http://www.austintexas.gov/cityclerk/boards_commissions/meetings/39_1.htm).)

2. Make a recommendation to the Board to recommend to the Austin City Council the negotiation and execution of a contract with the successful proposer for the management and operation of the Caswell Tennis Center.
  - a. Contract Compliance staff, Pat Rossett and Senior Event Coordinator, Lonnie Lymann, delivered a presentation to members that focused on the following:
    - i. Background of Caswell Tennis Center;
    - ii. Request for Proposal Process;
    - iii. City of Austin Services;
    - iv. Vendor Services and Deliverables;
    - v. Agreement Terms and Conditions:
      1. Initial term for three years; and
      2. Two additional three-year renewal options;
    - vi. Recommendation.
  - b. Members had the following questions and comments:
    - i. How much does the City pay to maintain the Center? *The City pays approximately \$45,000 to \$50,000 depending on the utility costs and management fees. The City is responsible for major maintenance.*

- ii. Does the vendor get exclusive use of the Center? *Only the vendor can provide lessons at the Center. The courts are available to the public on a fee basis. The City receives 100% of the fees, which are approximately \$80,000 a year.*
    - iii. How many proposals were received? *Six proposals were received.*
    - iv. How are the fees determined? *A fee schedule is established by the City Council.*
    - v. Will the vendor be named at the next PARB meeting? *Once the item is placed on the City Council's agenda and when the agenda is made available to the public, the selected vendor can be revealed.*
    - vi. Was there public input in the agreement? *Before the solicitation was published, staff met with the seven tennis associations, solicited public feedback through an online survey, and had information on the upcoming solicitation advertised by the Public Information Office for six weeks. The feedback received was used in determining the scope of work.*
    - vii. Members requested that the public input process and the range for the management fee and utility cost be included in the presentation to PARB.
  - c. Committee members unanimously agreed to place the item on the PARB non-consent agenda.
- 3. Make a recommendation to the Board to recommend to the City Council the authorization of the negotiation and execution of a Parkland Improvement and Land Use Agreement between the City of Austin and the Lonestar Soccer Club of Austin.
  - a. Division Manager, Cheryl Bolin, and Contract Compliance staff, Pat Rossett, delivered a presentation to members that focused on the following:
    - i. Background of Lonestar Soccer Club of Austin;
    - ii. Lonestar Soccer Club of Austin Services:
      - 1. Does not receive any subsidies from the City;
      - 2. All other Youth Sports Organizations (YSO) receive utility subsidies;
      - 3. Field 1 will be designated for public use at all times; and
      - 4. Lonestar will maintain all the fields;
    - iii. City of Austin Services:
      - 1. City will allow Lonestar priority use of all but Field 1; and
      - 2. Fees will be waived;
    - iv. Agreement Terms and Conditions:
      - 1. Initial term for three years; and
      - 2. Two additional five-year terms;
    - v. Recommendation.
  - b. Members had the following questions and comments:
    - i. Does Lonestar know that the other YSO's receive utility subsidies? *Yes.*
    - ii. Is PARD moving away from that model? *Yes. The idea is to have the other YSO agreements follow this model and to standardize agreements.*
  - c. Committee members felt other Board members would be interested in this new approach and unanimously agreed to place the item on the PARB agenda for discussion if the agenda allows and there is time; if the agenda is too full, this item will be placed on the consent agenda.
- 4. Make a recommendation to the Board to recommend to the City Council the approval of the negotiation and execution of Amendment One to the 2013 Parkland Improvement and Use Agreement with the West Austin Youth Association (WAYA) regarding Lamar Beach and Town Lake Metropolitan Park.
  - a. Division Manager, Cheryl Bolin, and Contract Compliance staff, Pat Rossett, delivered a presentation to members that focused on the following:
    - i. Background of 2013 Agreement;

- ii. City of Austin Services;
- iii. 2014 City Council Resolution directing City Manager to enter into negotiations to modify existing agreement;
- iv. Summary of Amendment:
  - 1. 2013 Agreement Term – 25 years with one ten-year extension option;
  - 2. Amended Agreement Term – 50 years with one 25-year extension option;
  - 3. 2013 Agreement – WAYA to complete renovations and improvements within six years; and
  - 4. Amended Agreement – WAYA to complete renovations and improvement within 10 years of the completion of the Lamar Beach and Town Lake Metro Park master plan process and the opening of Pressler Rd. extension; and
- v. Recommendation.
- b. Members discussed the following:
  - i. Whose office requested the Resolution?
  - ii. What is the value of the Agreement to the City and PARD?
  - iii. How does this Agreement compare with other YSO agreements?
  - iv. PARB only recently approved the current agreement.
  - v. Utility subsidies to WAYA.
- c. Committee members unanimously agreed to place the item on the Board non-consent agenda.
- 5. Make a recommendation to the Board to recommend to the PARD Director to exercise the final five-year extension option of the agreement between the Texas Rowing Center and the City of Austin (Contract R000011) for the operation of a rowing and sculling concession on Lady Bird Lake.
  - a. Division Manager, Charles Vaclavik, and Contract Compliance staff, Kirk Scanlon, delivered a presentation to members that focused on the following:
    - i. Texas Rowing Center Inventory;
    - ii. Gross Revenues FY10 - FY14;
    - iii. Revenue Share;
    - iv. Overview of Vendor Performance;
    - v. Proposed Dock Expansion;
    - vi. Public Benefit of Dock Expansion; and
    - vii. Recommendation.
  - b. Members raised the following questions and comments:
    - i. Could the boat storage building go away? *No, it will remain in use for boats that need repair or are rarely used. A second potential project to repurpose the office into a fitness center is under consideration by the Rowing Center.*
    - ii. Will proposals be reviewed by Watershed Protection? *The permitting process may require review by Watershed Protection.*
  - c. Committee members unanimously agreed to place the item on the PARB consent agenda.

**E. BRIEFINGS** (*Briefings are informational items only, no action was taken*) [A copy of the briefing can be found at [http://www.austintexas.gov/cityclerk/boards\\_commissions/meetings/39\\_1.htm](http://www.austintexas.gov/cityclerk/boards_commissions/meetings/39_1.htm).]

- 6. Kirk Scanlon, Contract Compliance staff, provided a briefing regarding the process, status, and goals for the solicitation of a food and beverage vendor for the Zilker Café at Barton Springs. Highlights of the briefing include the following:
  - a. A list of staff resources;
  - b. A draft task list and timeline;
  - c. Project goals:
    - 1. Appearance;
    - 2. Customer satisfaction;
    - 3. Cost of goods/affordability;
    - 4. Nutrition and sustainability;

5. Operations;
  6. Environmental; and
  7. Return on investment;
- d. Phase I – Public input:
1. Survey Monkey; and
  2. Informational pamphlet.

#### **F. COMMITTEE COORDINATOR REPORT**

1. Contract compliance staff, Pat Rossett, briefed members on PARD contracts that are in development.
2. In the January meeting, members asked for clarification on whether the water is City/public property. Members received the legal opinion obtained by PARD, and Contract Compliance Manager, Beverly Mendez, provided additional clarification as to why only one of two concessions on Lady Bird Lake is required to have a City permit:
  - a. The Hyatt owns the property adjacent to shoreline where one of the docks is located, which makes that private property.
  - b. The Hyatt subcontracts with the vendor.
  - c. The dock is tied to the property line, which extends to the riverbed and bank.
  - d. The City permitted the building of the dock.
  - e. City Code was recently amended, and based on that, PARD is starting to address more issues related to boating concessions on Lady Bird Lake

#### **G. FUTURE ITEMS FROM COMMITTEE MEMBERS**

The Committee asked staff complete the following actions and provide the requested information to the committee.

1. Research if the Navigation Committee still exists, and if so, under what department.
2. Set the start time for the March committee meeting for noon.

#### **H. ADJOURNMENT**

Committee Chair Francell adjourned the meeting at 2:08 p.m.