

Below is a table that provide information regarding the current contract terms between PARD and the Austin Rowing Club including staff recommendation, Contract and Concession Committee's recommendation as of August 14, 2018.

Components	Current Contract Terms	Staff Recommendation	CCC Rec. on Aug. 14, 2018
Term	3/1/2012 – 2/28/2017 Extended for 2 additional yrs. expiring 2/29/2019	4 Years with no extensions	2 years with a 2- year renewal option
Revenue Sharing	• 3% of the first \$300K • 10.5% of next \$900K • 15% of the remainder of commercial gross revenue (CGR excludes grants, donations, memberships)	• \$1,000 monthly fee plus • 1% of annual net revenue less than \$80K and 8% of net revenue above \$80K which is an annual lump sum payment	• \$1,000 monthly fee plus • 1% of annual net revenue less than \$80K and 8% of net revenue above \$80K which is an annual lump sum payment • Annual net revenue excludes charitable grants and donations and the amount of rowing revenue dedicated to financial assistance for memberships, lessons and camps.
Expansion of existing footprint	Premises delineated in Exhibit 1 and accepted	No expansion permitted of the existing footprint	• Any future expansion plans must comply with all city codes, ordinances, and environmental regulations. • Any proposed development on the site will require a site plan revision approved through the City of Austin Land Use Review process.
Youth Programming	\$40K of programming per year for underserved youth	✓	✓

Components	Current Contract Terms	Staff Recommendation	CCC Rec.
Financial Assistance	ARC provide 10% of the value of Rowing Revenue per year to be dedicated to financial assistance for ARC memberships, ARC lessons, or ARC camps.	ARC provide at least 10% of the value of rowing revenue per year to be dedicated to financial assistance for ARC memberships, ARC lessons, or ARC camps.	ARC provide between 10% to 15% of the value of the rowing revenue per year to be dedicated to financial assistance for ARC memberships, ARC lessons, or ARC camps.
Relocation Clause	“Upon termination of this agreement, the City agrees to work in good faith to identify and make available alternative locations on Ladybird Lake for ARC to operate its programs.”	Remove relocation clause	✓
Maintenance	City is responsible at its sole expense for all repairs to facility. ARC makes all regular and ordinary non-structural building maintenance and repairs including but not limited to: painting, wall paper, tile, flooring, electrical, plumbing, and window glass replacement. City reimburses ARC for any repairs extending \$5K.	Concessionaire is responsible for: • All equipment and personnel necessary to operate. • A proactive preventive maintenance program. • Ordinary nonstructural building maintenance repairs. • Repair and replacement of gangway and all docks. • Annual Operations and Maintenance Reports.	✓

Concession Information (Revised 8/15/18)

Contracts and Concession Committee of the Parks and Recreation Board

Components	Current Contract Terms	Staff Recommendation	CCC Rec.
Maintenance	ARC will establish a Capital Account beginning in Year 4 after the termination of the Start-Up Period for deposits of 1.5% of the annual Commercial Gross Revenue deposited into a management/operator account.	1.5% of Annual <u>Net</u> Revenue.	✓
Utilities	ARC is responsible at its sole cost and expense for all utilities	✓	✓
Other Deliverable	N/A	Annual Submission: • Integrated Pest and Waste Management Plan • Sustainability Plan • General Safety, Security, and Evacuation Plan • Marketing Plan • Calendar of Events	✓